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TRI-MET/ATU 757 WORKING AND WAGE AGREEMENT



December 1, 1998-November 30, 2003



**PARTNERSHIP
FOR PROGRESS
& MOBILITY**



December 1, 1998-November 30, 2003

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**Tri-County Metropolitan Transportation District of
Oregon
and
Amalgamated Transit Union,
Division 757**

WORKING AND WAGE AGREEMENT

**December 1, 1998 through
November 30, 2003**

THIS AGREEMENT, made and entered into as of December 1, 1998 by and between TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (hereinafter for convenience called the District), its successors and assigns, party of the first part, and AMALGAMATED TRANSIT UNION, DIVISION 757 OF PORTLAND, OREGON (hereinafter called the Association), party of the second part,

WITNESSETH : PREAMBLE

It is recognized by the parties hereto that the District, a publicly owned municipal corporation, is engaged in operating a transit system in the three Oregon counties of Clackamas, Multnomah and Washington, and that so long as the District is engaged in such operation, in order to provide adequate service the employees of the District in operating the transit system are entitled to fair wages and working conditions.

It is also recognized that to protect the interest of the public, efficient, reliable and convenient service must be given with resources available. This can only be accomplished by maintenance of adequate and effective facilities from which careful, competent and courteous employees operate modern equipment. It is the purpose of this Agreement to aid in the accomplishment of these purposes set forth and to that end it is mutually agreed as follows:

ARTICLE 1 – GENERAL PROVISIONS

Section 1 – Term of Agreement

Par. 1. This Agreement shall be in effect from December 1, 1998 through November 30, 2003 and shall continue month to month thereafter unless either party gives sixty (60) days notice of opening.

Par. 2. Severability

If any term or provision of the Working Agreement or the application thereof to any person or circumstance shall to any extent be determined by final judgment or ruling of a court or state administrative body to be illegal, invalid, or unenforceable for any reason whatsoever, the remainder of the Working Agreement and the application of its terms and provisions shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

Par. 3. This Agreement may be reopened by either party and subject to further negotiations in the event of the establishment of a national wage policy by an agency of the Federal Government during a national emergency only if such wage policy prevents either of the parties from enforcing the terms of the Agreement.

Par. 4. During the term of the labor agreement, the General Manager of the District and the Business Representative of the Association will call joint meetings of representatives of the District and Association for purposes of evaluating progress under the labor agreement and the general relations between the parties. Such meetings are to be held at not less than six-month intervals.

Par. 5. There shall be created a Joint Labor Relations Committee, whose primary purpose will be:

- a. To improve communication and understanding on issues of common interest to both parties
- b. To be the exclusive source of issuing side letter and memorandum of understanding agreements
- c. To attempt to resolve/settle grievances that have been considered by the grievance committee and have been moved to and are pending arbitration

Par. 6. The Joint Labor Relations Committee shall meet not less frequently than monthly or more frequently as mutually agreed. There shall be no more than five (5) Association and five (5) Management members on the committee; each party shall be responsible for the selection of its individual members. The District shall pay for a maximum of two (2) working members to attend these committee meetings.

Section 2 – Association

Par. 1. Recognition

- a. The District recognizes the Association as the exclusive bargaining agent for all employees in the bargaining unit.
- b. The bargaining unit includes all employees in the classifications set forth in the wage section of this Agreement and all employees regardless of title, who perform the work normally performed by those classifications.

Par. 2. Membership

- a. All persons covered by this Agreement shall maintain membership in good standing in the Association, except as provided in subparagraphs (c) and (d), below.
- b. All persons hereafter employed by the District to perform the duties of employees covered by this Agreement shall be furnished with an application for membership in the Association at the time of such employment, and shall be advised of the requirement that they shall become members of the Association within thirty-one (31) days after the date of this Agreement or thirty-one (31) days from the beginning of employment with the District, whichever is later.
- c. Employees of the bargaining unit who choose non-member status shall have deducted from their compensation an "in lieu of dues payment" which shall be remitted by the District to the Association commencing thirty-one (31) days after the date of this Agreement or thirty-one (31) days from the beginning of employment with the District, whichever is later.

- d. A nonmember employee shall have the right, based upon a bona fide religious tenets or teachings of a church or religious body of which such employee is a member (as defined under ORS 243.666 and 29 U.S.C. Sec. 169), to pay an amount of money equivalent to regular Association dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the Association. The employee shall furnish written proof to the District and the Association that this has been accomplished by no later than the 5th day of each month. In the event that the employee fails to furnish written proof to the Association that such has been accomplished, the Association shall have the right to require the District to deduct the amount from the employee's compensation.
- e. The District shall forward monthly to the Secretary of the Association the names of all persons entering or leaving the service in all departments covered by this Agreement. The Association shall furnish monthly to the District a list of its members joining or withdrawing from the Association during the month. The District shall deduct monthly from the compensation of the employees, members and nonmembers of the Association, the monthly dues or "in lieu of dues payment" prescribed and established by the membership of the Association and applicable law.
- f. The Association agrees to defend and hold harmless the District from any claim arising from the operation of this provision.
- g. This provision shall remain in full force and effect after the termination of this Agreement and until such time that a new agreement has been negotiated and implemented by the parties.

Par. 3. Representatives' Rights

The District agrees that the officers and members of the Association shall be granted leaves of absence on Association business as authorized by the Association, when so requested. It is further agreed that any member of this Association who now holds office, or shall be appointed or

elected to any office in said Association, which requires his absence from the District's employ, shall upon his retirement from said office be placed in his former position with full seniority rights, rates of pay, vacation and retirement pay rights. Association business is further defined to mean employment directly and solely by the Association or the International Association of which it is a division.

Par. 4. Compliance With Law

It is understood and agreed that the Association will comply with the provisions of applicable law pertaining to elections and that any provision of this Agreement, the legality of which depends upon an election, shall not be effective until authorized in such election or until full compliance with law is accomplished.

Par. 5. Affirmative Action

- a. The District and the Association recognize a common commitment to the equality of opportunity for all. Therefore, the Association will support the District's efforts to implement a policy and practice of Affirmative Action to correct the effects of any past discrimination and to provide the fullest opportunity for minorities and females to participate in all levels of employment with the District.
- b. Whenever either the masculine or feminine gender is used in this Agreement, it is intended to include the opposite gender as well.

Section 3 – Adjustment of Grievances and Arbitration

Par. 1. It is hereby agreed that the properly accredited officers of the District shall meet and treat with the properly accredited officers of the Association on all grievances relating to any alleged violation of any provision of this Agreement or concerning the suspension, discharge, or other discipline of any employee covered by this Agreement (except during the employee's probationary period). All such grievances when filed by the Association or an employee shall be processed through the procedures set out in Sections 3 and 4 of this article. Association representatives shall be on District time when participating in the grievance

procedure at Step 1 and Step 2 as provided for in this section, but will be limited to one (1) paid representative at any step in the procedure.

Par. 2. Should there be any dispute, complaint, or grievance of any employee or the Association, herein collectively referred to as grievances, it must be presented by the employee or the Association to the appropriate Department Director within thirty (30) days following either the occurrence out of which the grievance arose or from the first date the grievance could reasonably be assumed to have been known to the employee, whichever is later. Failure to present the grievance within thirty (30) days will be deemed a waiver of the grievance.

STEP I

Such grievance shall be presented in writing to the appropriate Department Director specifying the date of submission. A representative of the Association shall accompany the employee. If the Department Director, or his designee, and the grievant are unable to arrive at a satisfactory settlement, the Department Director, or his designee, will provide a written answer to the Association within seven (7) days after the date of the grievance was first presented. To be timely, the Association must,

STEP II

refer the grievance to the Grievance Committee within seven (7) days.

- a. Within seven (7) days after the date of receipt of such written grievance, the Grievance Committee shall convene and consider the grievance.
- b. The Grievance Committee shall be composed equally of no less than two (2) bargaining unit members designated by the Association and two (2) nonbargaining unit persons designated by the employer. The Grievance Committee shall decide, by majority vote, whether to sustain or reject the grievance, and its decision shall be binding. Grievance Committee members will be paid by the District.
- c. If the Grievance Committee is deadlocked, to be timely, the Association must,

STEP III

submit the grievance to the appropriate agencies created by law to mediate, conciliate, or adjust labor disputes, as provided in Paragraph 4 of this section within thirty (30) days.

Par. 3. The District and the Union may agree to submit the grievance to an expedited arbitration process subject to the following conditions:

- a. Both parties must mutually agree to expedited arbitration to resolve a specific grievance.
- b. The hearing shall be informal.
- c. No briefs will be filed.
- d. There will be no formal rules of evidence.
- e. Each party will have one (1) hour to present its case and one-half (½) hour for cross-examination and rebuttal. Each case will be completed within three (3) hours or less.
- f. The arbitrator must agree to hear a minimum of two (2) cases in any one (1) day.
Both parties and the arbitrator may agree to consider more cases in any one day.
- g. The arbitrator may issue a bench decision at the conclusion of each hearing, but in any event shall render a decision within forty-eight (48) hours after the conclusion of each hearing.
- h. The arbitrator's decision shall be based on the record before the arbitrator, and may include a brief written explanation of the basis for such conclusion.
- i. The arbitrator's decision shall be final and binding upon the parties. An arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within forty-eight (48) hours of the close of the hearing.
- j. No decision by an arbitrator in this expedited process shall be deemed to establish practice or any precedent for future proceedings.
- k. The fees of the arbitrator shall be borne equally by both parties.

Par. 4. Two (2) arbitrators shall be selected for the term of this Agreement, to hear cases in the expedited arbitration process. Hearings with the two (2) arbitrators will be scheduled on a rotating basis, i.e., if Arbitrator A is scheduled to hear two (2) or more cases on a particular day, Arbitrator B will be scheduled to hear the next group of cases, etc.

Par. 5. If the expedited arbitration procedure is not selected by the parties, the District and Association shall select an arbitrator from a list of seven (7) qualified arbitrators provided by the Federal Mediation and Conciliation Service. If possible, this selection will be completed within ten (10) days. The decision of the impartial arbitrator shall be final and binding on both parties hereto. The fee, if any, of the impartial arbitrator shall be borne equally by both parties. All other expenses of arbitration, excluding legal fees, are to be divided equally between the parties.

Par. 6. It is expressly stipulated by and between the parties that any wage or other condition of employment and service that can be improved either for the District or the Association, and which is not expressly provided for herein shall be subject to presentation by the District or the Association at any time by giving thirty (30) days notice, or less, if notice is waived, to be dealt with in supplemental agreements.

Section 4 – Discipline

Par. 1. The maintenance of discipline and efficiency is the province of the District. Both parties agree that the District may post District rules and may discipline employees for violation of such rules, provided that each employee is made aware of each District rule. Any new rule, revision, or amendment may be grieved by the Association in accord with the terms of Article 1, Section 3. Rules shall not be in conflict with existing agreement.

Par. 2. Suspension or discharge of an employee who has been an employee of the District for a period in excess of 120 days shall be based on just and sufficient cause with full explanation given to the employee in writing. The Association will be notified in writing of the suspension or discharge within thirty-six (36) hours of the action being taken.

Par. 3. Where a suspension or discharge is considered necessary, the final decision will be deferred until after an opportunity has been given to an appropriate Association Representative to be present at a hearing between the Department Manager or his designee and the employee. This shall not apply when the employee is subject to immediate suspension or discharge.

Par. 4. Cause for immediate suspension or discharge is as follows:

- a. Reporting to work under the influence of intoxicating liquor or illegal drugs
- b. Consuming intoxicating liquor or illegal drugs while on duty
- c. Mishandling of District cash revenue
- d. Gross insubordination
- e. Deliberate destruction or removal of District's or another employee's property
- f. Posing an immediate or potential danger to public safety

Par. 5. Whenever the District suspends or discharges an employee under the terms of Paragraph 4 of this section, the Association will be notified within twenty-four (24) hours.

Par. 6. If an employee claims to have been unjustly suspended or discharged during the term of this Agreement, to be timely, the case must,

STEP I

be referred in writing to the appropriate Department Director, or his designee, no later than the third day after the day upon which the Association was notified of the suspension or discharge pursuant to the provisions of Paragraphs 3 and 4 above, and shall be handled in accordance with the grievance procedures set forth in Section 3 of this article.

Par. 7. The parties in Step I, by mutual agreement in writing, may extend the time limit specified in Step I for a period not to exceed twenty (20) days.

Par. 8. The District and the Association will cooperate continually to the best of their ability to improve and maintain discipline.

Section 5 – No Strike, No Lockout

It is agreed the Association or any employee shall not engage in any strike, walkout, or slowdown during the period of this Agreement. It is further agreed the District shall not lock out its employees during the term of this Agreement.

Section 6 – Overtime

Par. 1. All monthly employees covered under this Agreement shall receive time and one-half for all overtime worked. Overtime shall be work over eight (8) hours a day, or forty (40) hours a week, except as provided elsewhere in this Agreement.

Par. 2. When an employee is called upon to work overtime, he shall not be penalized by being required to take time off before or after such overtime. Where more than one overtime provision is involved in any particular case, only one such provision shall be applicable, but the employee shall be entitled to have that overtime provision applied which shall entitle him to receive the greatest amount of overtime pay.

Section 7 – Vacations

Par. 1. Subject to qualifications of this section, all employees covered by this Agreement shall receive vacation with pay as follows:

- a. After one (1) year of continuous service - one (1) week
- b. After two (2) years of continuous service - two (2) weeks
- c. After five (5) years and less than nine (9) years of continuous service - three (3) weeks
- d. After nine (9) years and less than fifteen (15) years of continuous service - four (4) weeks
- e. After fifteen (15) years and less than twenty-four (24) years of continuous service - five (5) weeks
- f. After twenty-four (24) years of continuous service - six (6) weeks

Par. 2. The employee's vacation eligibility shall be determined and computed on the basis of his vacation base

year. Vacation base years are established as follows:

- a. If the employee's first date of last employment by the District or its predecessor was prior to April 1, 1951, his vacation base year shall be April 1 through March 31 of each year.
 - (1) Employees in this category, whose employment was prior to April, 1951, shall be entitled to their fourth week of vacation on the tenth anniversary of such employment, and to their fifth week of vacation on the 16th anniversary of such employment, and to their sixth week of vacation on the 24th anniversary of such employment.
- b. If the employee's first date of last employment by the District or its predecessor was from April 1, 1951 through June 30, 1971, his vacation base year shall be the 12-month period following his anniversary date of last employment each year.
- c. If the employee's date of employment by the District is July 1, 1971, or thereafter, his vacation base year shall be from April 1, following his date of employment through the following March 31. Effective April 1, 1976 employees in this category shall accumulate vacation eligibility from date of hire. Such vacation may be taken following the employee's anniversary date provided he has complied with the vacation sign-up procedures of the District.
 - (1) Employees in this category shall be permitted to take a paid vacation after completion of a base year of service. Employees who have not completed this base year of service on April 1 following date of employment and are, therefore, not qualified for a paid vacation, may elect to receive either (a) a cash settlement of 1/365 of forty (40) hours pay for each day from date of employment until following March 31, payable on the first regular payday after the first anniversary of employment, or (b) time off in lieu of the payment described in (a) above. Time off will be given in increments of full days only, and a cash settlement will be made for remaining periods of less than a full day.

Par. 3. The following additional special considerations are applicable:

- a. The vacation period shall extend from April 1 of any year to March 31 of the succeeding year.
- b. Vacation pay shall be paid at regular pay periods. Vacations shall be calculated on the basis of forty (40) hours pay per week of vacation.
- c. Any employee who has voluntarily been absent from work more than ten percent (10%) of the 12-month period preceding the start of the normal vacation period shall have deducted from his vacation allowance one-twelfth (1/12) of his normal vacation allowance for each month or fraction thereof he has voluntarily been absent from work.
- d. Employees must return to work after their regular vacation period and be working at the next regular payday before vacation pay will be allowed.
- e. Notwithstanding the provisions of subparagraph (d), above, employees otherwise qualifying for vacation will be paid for such vacation upon resignation or discharge from the District if such termination is effective prior to the date the employee has actually received such vacation.
- f. Any employee who has worked twelve (12) or more months, who is laid off, or discharged, or who resigns, retires, or enters military service, shall be allowed a prorated vacation. If an employee whose first date of last employment was on or after April 1, 1951, is laid off or discharged or resigns, retires, or enters military service and he has been paid vacation pay in advance of his anniversary date of such employment in excess of the pro rata vacation pay to which he is entitled under the provision of this Paragraph, such excess payment shall be deducted from his final check.
- g. No vacation pay eligibility shall be earned or credited due to absences from work due to layoff. No vacation pay eligibility shall be earned or credited due to absence from work due to sickness or nonoccupational accident after six (6) months.
- h. An employee who is off due to industrial injury, or

aggravation of that injury, will stop accruing vacation credits after one (1) year from the original date of injury provided, however, that should the employee suffer an aggravation of such injury during the second year after the original date of injury, that employee will be entitled to accrue vacation credits during that second year for an additional period of six (6) months less the amount of time off due to that injury or its aggravation in excess of six (6) months during the first year following the original date of injury.

- i. The District shall make available sixty-five (65) vacation weeks during the summer sign-up which is based on the beginning and ending of the school year; provided, however, that the amount of vacation weeks available during this period shall be at least ten (10) weeks higher than the number of vacation weeks available at every other time throughout the year. Additional weeks may be added at the discretion of the District. The scheduling of such additional weeks will not bind the District to offer a like amount in subsequent years.
- j. Employees who came directly from Vancouver-Portland Bus Company to the District and who are employed by the District as of April 1, 1979, are to receive past service credit for vacation purposes.
- k. All salaried classifications shall be permitted to convert up to two (2) weeks of vacation each year to use one day at a time, which days shall be considered floaters for end of year payoff.
- l. All salaried classifications shall be permitted to carry over up to two (2) weeks of vacation each year.

Section 8 – Holidays

Par. 1. Whenever in this Agreement premium time is specified for, or working conditions based on work performed on holidays, it shall be construed to mean work performed on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Whenever any of the above-named holidays falls on a Sunday, the following Monday shall be observed as such holiday. Employees shall

receive eight (8) hours pay at their regular straight-time rate for each of such paid holidays. If an employee performs work on a paid holiday, he shall receive his holiday computed as above, in addition to his pay for the time actually worked which shall be at the employee's overtime rate, except Martin Luther King's Birthday, which will be paid at the employee's regular straight-time rate. An employee's birthday is a holiday for that employee.

Par. 2. An employee may elect to take his/her birthday on a day other than the actual birthday provided that the employee gives no more than thirty (30) days notice of such election. This provision shall be implemented on a department-by-department basis under mutually agreed upon rules.

Par. 3. Each employee will have three (3) floating holidays which may be taken on the day of his choice subject to the provisions herein. Bus Operators will sign for this holiday as Off Duty subject to the provisions of Article 2, Section 1, Paragraph 6 of this Agreement. Other employees will notify their supervisor in writing as to the date upon which the employee wishes to take his/her floating holiday. The period of sign-up shall begin at 12:01 a.m. on the same date of the month prior to the month selected, e.g., sign-up for February 2 will commence at 12:01 a.m. January 2. No sign-up can be made by any employee after 10:00 a.m. of the day prior to the day off selected. In the event more persons sign up for a given day than the District can permit off, selections shall be in the order of sign up.

Par. 4. Employees may elect to receive eight (8) hours pay in lieu of taking his floating holiday(s). If pay is elected it will be added to his first paycheck following April 1.

Par. 5. No holiday pay eligibility shall be earned or credited during absences from work due to layoff. No holiday pay eligibility shall be earned or credited during absences from work due to sickness or nonoccupational accident after six (6) months duration.

Par. 6. An employee who is off due to industrial injury, or aggravation of that injury, will stop accruing holiday credits after one (1) year from the original date of injury provided, however, that should the employee suffer an aggravation of such injury during the second year after the original date of

injury, that employee will be entitled to accrue holiday credits during that second year for an additional period of six (6) months less the amount of time off due to that injury or its aggravation in excess of six (6) months during the first year following the original date of injury.

Section 9 – Health And Welfare Benefits

Par. 1. Medical, Hospital, Prescription Drug, Dental, Convalescence and Optical

- a. The District shall pay one hundred percent (100%) of a composite rate for the medical, hospital and prescription drug, dental, convalescence and optical benefits for full-time employees, dependents and retirees. The benefits and specific coverages of these plans shall be the same as currently provided. Effective July 1, 1999, hearing aid coverage will be added to any plans not previously providing such coverage. Effective July 1, 1999, a second dental plan will be added for full-time employees, their dependents and retirees. Providers of these plans may be changed during the life of this Agreement only if both the District and the Association agree to do so in writing.
- b. For those retired employees who left the service of the District prior to February 1, 1992, the District shall pay the full cost of providing these retirees and their dependents with medical, hospital, prescription drug, optical benefits and dental (retiree and spouse only), not including orthodonture available under the health and welfare plan in place at that time.
- c. All employees who retire on or after February 1, 1992 shall receive the same health and welfare benefits available to active employees, not including orthodonture or dental coverage for dependents other than the employee's spouse.
- d. The medical coverage of the spouse and dependents of an active employee shall continue for one (1) year after death of said employee. Effective December 1, 1998 the medical coverage of the spouse and dependents of a retired employee shall continue for seven (7) years from the date of death of said retired employee; eight

(8) years effective December 1, 1999, nine (9) years effective December 1, 2000, and ten (10) years effective December 1, 2001. For the purpose of this Paragraph, medical coverage includes medical, vision and dental.

- e. The District will pay one hundred percent (100%) of the cost of the mini-run drivers' health and welfare, dental and vision plans for employee-only coverage. The benefits and specific coverages of these plans shall be the same as currently provided. Additionally, effective April 1, 1999, the District will add a \$5.00 co-pay prescription benefit to mini-run operator medical plans (operator only coverage).

Par. 2. Health and Welfare Consultant

The District shall pay the Association \$1,500 per month effective March 24, 1999 for the purpose of employing and paying a health and welfare consultant. The amount of this payment shall increase to:

- \$1,600 per month effective 12/1/99
- \$1,700 per month effective 12/1/00
- \$1,800 per month effective 12/1/01
- \$1,900 per month effective 12/1/02

Par. 3. Employee Assistance Program

- a. The Employee Assistance Program shall be separately operated and administered by the Union.
- b. Effective December 1, 1998, the District shall pay \$45,000 to the Association to operate and administer the Employee Assistance Program. This amount shall increase to \$47,000 on December 1, 1999; to \$49,000 on December 1, 2000; to \$51,000 on December 1, 2001; to \$53,000 on December 1, 2002; and to \$55,000 on December 1, 2003.
- c. Funds paid by Tri-Met to the Union to provide an Employee Assistance Program shall be used solely by the Union to provide such a program (including reasonable administration and promotion costs) and for no other purpose. Such funds shall be held in a dedicated account separate from any other accounts maintained by the Union. In the event that the Union

utilizes such money for purposes other than the provisions of an Employee Assistance Program, Tri-Met's financial obligation shall immediately cease and the Union shall be solely liable and responsible for provisions of the Employee Assistance Program.

- d. The parties recognize that Tri-Met's obligation with respect to the selection and administration of an Employee Assistance Program for eligible participants is limited solely to making payments to the Union for such purpose in the amount agreed to by the parties. The parties further recognize that no change in providers or benefits can in any way alter Tri-Met's financial obligation without Tri-Met's prior written consent. The Union shall exonerate, reimburse and hold harmless Tri-Met against any and all claims, expenses or liabilities in any way arising out of the selection, administration, operation and provision of an Employee Assistance Program.

Par. 4. Group Life and Accident and Sickness Insurance

- a. All active full-time employees will be covered by a \$25,000 group life insurance policy which will provide a double indemnity benefit in the event of accidental death. Mini-run Operators shall be covered by a like policy, valued at \$18,250. Employees retired prior to July 1, 1971 will continue to receive \$1,500 life insurance. Double indemnity will be paid in the event of accidental death. Upon the date of ratification of this agreement, March 24, 1999, employees who have retired since July 1, 1971, will receive \$7,500 life insurance.
- b. A \$150 per week extended sick leave benefit will be paid to active employees for lost time due to nonoccupational accident or sickness. Benefits will be paid for the first day of accident and fourth day of sickness to fifty-two (52) weeks. This benefit is payable on regular working days only, at a daily rate equal to one-fifth (1/5) of the weekly benefit at that time.
- c. These benefits will also be payable to employees on maternity leave of absence.

- d. The extended sick leave benefit will not become payable until after the sick leave benefits described in Paragraph 5 below are exhausted. Under no circumstances will benefits under this provision and sick leave benefits be applicable at the same time.
- e. All employees on extended sick leave shall report to the Department Manager, if physically able, at least once every two (2) weeks, and be under the care of a registered physician at all times.
- f. The District will pay one hundred percent (100%) of the premium for life and accident and sickness insurance for all active full-time employees and one hundred percent (100%) for the life insurance for those employees retiring after July 1, 1971. The District will continue to pay one hundred percent (100%) of the Life Insurance premium for the hourly rated employees who retired prior to July 1, 1971. The District will pay one hundred percent (100%) of the premium for life insurance and, upon ratification of this agreement, March 24, 1999, one hundred percent (100%) of the premium for sickness insurance for Mini-run Operators.
- g. The claims administration of these benefits will be the same or better than presently provided.

Par. 5. Sick Pay

- a. Sick leave is to be used only for bona fide illness under circumstances in which the employee is physically unable to perform work duties. Payment will be made only when an employee is absent due to nonoccupational illness, or as otherwise provided by law; absence for any other reason will not qualify an employee for sick pay. The ability to work regularly is a requirement for continued employment with the District. This expectation will govern decisions on employees who are absent repeatedly. Abuse of sick leave may result in disciplinary action.
- b. Employees covered by this Agreement will accumulate sick leave beginning with the completion of the employee's probationary period at the rate of eight (8) hours for each 160 accumulated straight-time pay hours to a maximum accumulation of 1,400 hours

- (175 days). For purposes of this provision, straight time pay hours shall include, in addition to straight time pay hours worked, time paid for vacations, holidays, jury duty, funeral leave, and military service, as well as days off up to fifty-six (56) hours due to authorized leave of absence. Absence due to illness will not be deemed an authorized leave of absence for this purpose.
 - c. Sick leave benefits will be eight (8) hours straight time pay at the employee's regular rate of pay, payment to start on the second day of absence. The one (1) day waiting period shall not apply to monthly rated employees. As to an hourly employee who has accumulated thirty (30) or more days of unused sick leave, payments shall start on the first day of absence due to sickness.
 - d. Upon reaching the earliest date when an employee could elect to retire and receive pension benefits, or upon suffering a permanent disability, an employee who has completed at least ten (10) years of continuous service as provided under Paragraph 2(a) of the Pension Plan and Permanent Disability Agreement between the parties, effective December 1, 1998, will have all unused accumulated sick leave up to a maximum of 1,400 hours converted to provide additional monthly pension benefits, computed at the rate of \$0.25 per hour for each such hour of unused, accrued sick leave.
- When an employee whose employment with the District terminates before reaching the earliest date when an employee could elect to retire and receive pension benefits and who has completed at least ten (10) years of continuous service as provided under Paragraph 2(a) of the Pension Plan and Permanent Disability Agreement, the employee will be paid, within two weeks of the date of termination, 50 percent of any unused, accumulated sick leave up to a maximum of 1,400 hours.
- e. Every December, the District will pay fifty percent (50%) of any unused accumulated sick leave eligible for payoff in the employee's sick bank that has accumulated in excess of 1,400 hours since the previous November 30.
 - f. In the case of an employee who is off work due to illness for two (2) or more consecutive days, the first of such

days upon which the employee works four (4) hours or less will be considered as the employee's first day of sick leave for the purposes of the sick leave article.

- g. An employee who is absent due to nonoccupational illness or accident on more than four (4) separate occasions in any period of 180 consecutive calendar days, or who is absent for more than five (5) consecutive working days, may be required to submit a doctor's certificate stating that the employee was unable to perform his/her duties, the nature of the employee's illness, and the date of treatment. In the case of an employee who has been off for more than four (4) separate occasions within 180 days or for more than five (5) consecutive working days, the employer will notify the employee that a doctor's certificate may be required before his next absence will qualify for sick pay, and before he will be allowed to return to work.
- h. An employee who is out in excess of five (5) consecutive days may be required to submit a doctor's certificate provided, however, that no employee shall be required to submit a doctor's certificate unless that employee has been notified prior to the days of absence for which the certificate is to be submitted.
- i. All full-time employees who have accumulated 240 hours, or part-time employees who have 180 hours, of unused sick leave may use two (2) days per year (as measured by the vacation year) of such sick leave for the care of a member of the employee's immediate family (spouse, children living at home). Such time shall not count as lost time for purposes of the District's absenteeism policies. Employees may also use sick leave for qualifying absences under either of the federal or state family leave acts - Family Medical Leave Act (FMLA) or Oregon Family Leave Act (OFLA). Such time shall not count as lost time for purposes of the District's absenteeism policies. The one (1) day waiting period shall not apply to qualifying absences under either FMLA or OFLA.

Par. 6. Workers' Compensation

- a. Effective September 11, 1985, an employee shall receive compensation benefits provided by law.

- b. Any employee under a Workers' Compensation injury shall retain his rights of employment while under a doctor's care for such injury.
- c. All employees on Workers' Compensation leave shall report to the Department Manager if physically able at least once every two (2) weeks and be under the care of a physician at all times.

Par. 7. Death and Felonious Assault Insurance

The District will pay one hundred percent (100%) of the premium for a \$100,000 insurance policy covering all employees covered by this Agreement for death, dismemberment and permanent disability due to felonious assault.

Par. 8. Funeral Leave

Three (3) days' leave with eight (8) hours' pay at regular straight time rate will be granted each year to each employee for each death in his immediate family. "Immediate family" is defined as the parents, children, spouse, grandparents, grandchildren, brothers and sisters of the employee and the parents, children, grandparents and grandchildren of the employee's spouse. Mini-Run Operators shall receive six (6) hours pay while on such leave.

Section 10 - Retirement Pay

The provisions of the pension agreement are the subject of a separate agreement between the parties. For reference, those provisions are set forth in the Pension Plan and Permanent Disability Agreement attached hereto.

Section 11 - Permanent Disability

Subject to agreement between the parties, permanent disability provisions are set forth in the Pension Plan and Permanent Disability Agreement attached hereto.

Section 12 - Continuous Service Definition

Par. 1. Unless otherwise stated, wherever reference is made to "continuous service" in this Agreement, it shall be interpreted to mean employment without a break with the

District, or with either Portland Traction Company, Rose City Transit Company, or the Blue Lines, where employee service was continuous through successive takeovers to the present. Employees who came directly from Vancouver-Portland Bus Company to the District and who are employed by the District as of April 1, 1979 are to receive past service credit for pension and vacation purposes.

Par. 2.

- a. Continuity of service shall be broken and seniority shall terminate by:
 - (1) Resignation
 - (2) Discharge
 - (3) Failure to return to work from layoff within thirty (30) days when called
 - (4) Absence without leave for five (5) days
 - (5) Layoff of twelve (12) months or more
- b. Continuity of service shall not be broken and seniority shall not terminate by:
 - (1) A layoff due to reduction in force of less than five (5) years
 - (2) An authorized leave of absence
 - (3) A leave of absence to serve in the armed forces of the United States, as provided by law
 - (4) Absence due to authorized vacation
 - (5) Absence due to sickness while such sickness continues, but not to exceed twelve (12) months unless extended by the District and Association. The District shall provide thirty (30) days' written notice of broken continuity of service and termination of seniority to the Union and the employee, at the employee's last known address. For the purposes of this Paragraph, a return to work shall not constitute a break in the period of absence until such time as the employee has completed thirty (30) calendar days in his/her regular work assignment. Time worked in light duty shall not be deemed time worked in the employee's regular work assignment. This

provision shall not affect an employee's statutory right to reemployment in an available and suitable position.

- (6) Leave of absence of any duration to serve as an official of the Association
- (7) Promotion to a supervisory position with the District
- (8) Leave of absence to serve in the Oregon State Legislature

c. Continuity of service shall be broken:

By granting leave of absence to work for the following organizations in excess of six months:

Oregon State AFL-CIO

National AFL-CIO

Any Oregon County Labor Council

provided, however, seniority rights in choice of work and rate of pay only shall not terminate. Upon election or appointment to a job in these Associations, the officer or employee shall upon request be granted six (6) months leave of absence. If at the conclusion of six (6) months, the officer or employee continues in his position with these Associations, he shall lose all rights except his seniority in the choice of work and rate of pay.

- d. Upon retirement from such office, the employee shall be placed in his former position with the District if he is physically able to do the work, but his seniority shall apply only to choice of work and rate of pay and not to any other benefit. Upon retirement from such office, employee must elect to return within ninety (90) days.

Section 13 – Seniority Provisions

Par. 1. Any employee promoted to a clerical, supervisory, or other official position by the District shall retain seniority in the last position or classification worked prior to promotion.

Par. 2. Any employee who, after fifteen (15) years of continuous service as defined in Section 12, is laid off on account of inability to perform available work, shall be

carried on the seniority list until he or she is placed on retirement as provided in Section 10 of this Agreement; provided, however, that such employee will be eligible for such retirement within five (5) years from the date of layoff, unless otherwise agreed upon by the District and the Association.

Par. 3. Employees who, by reason of long and faithful service for the District, have become unable to fill their usual positions shall be given preference in any work it has, that they are able to perform, and at reasonable wages, length of service considered.

Section 14 – Layoff

Par. 1. Employees' department seniority shall govern in laying off and reemployment of employees. Employees so laid off because of lack of work shall be returned in the inverse order in which they were laid off, as the need for their classification, or classification of work, permits.

Par. 2. If the District curtails the number of employees in any job, the employee with the least job seniority will be the first to be moved out of the job. That employee will then be entitled to exercise such job seniority he or she has on any other job in that department.

Par. 3. If an employee is subject to layoff, and has no seniority in any other department, he/she will have preference over outside hires for any jobs which become available and for which he/she is qualified or can be trained within a reasonable period of time.

Section 15 – Safety

Par. 1. The health and welfare of employees is a primary concern of both the District and Association. Both parties recognize the importance of achieving and maintaining a high level of safety in all operations of the District. Both parties also recognize the importance of reducing on-the-job injuries and controlling property damage and production losses. Both parties recognize the value of safety rules and practices, as well as preventive and corrective safety measures. Therefore, the District and Association, in recogni-

tion of their common commitment to promotion of safety and reduction of losses, will jointly support efforts to implement policies, practices, procedures, and protections during the duration of this Agreement to bring this about.

Par. 2. The District may require attendance at safety and educational programs which are related to safe or effective performance of job duties. Time of attendance at any such meeting shall be paid for at the same pay rate as the employee would have been paid had the employee been working.

Section 16 – Jury Service Pay

Par. 1. An employee serving on a Federal or State jury panel shall be paid the difference between the jury pay he receives for a particular day and the regular pay he would have received for working on such a day but for his service on a jury. Mini-run operators shall be entitled to jury duty leave. Mini-runners will be paid five (5) hours (or current average) at the individual's rate of pay per each day they are assigned jury duty. In the event such jury service occurs during an employee's vacation, he shall receive his full vacation pay in addition to the jury pay. No work will be required of any employee on a day he serves on a jury. Regarding service on state jury panels, employees will be relieved from his job when serving. If Federal jury service is called for on an employee's day off, he will be given another day off in lieu of such day. Employees will be paid for time lost while serving on Municipal Court jury provided the employee does not volunteer in any way.

Section 17 – Modified Return to Work

Par. 1. An employee who is released by his doctor to return to work on a limited basis may be assigned by the District to available work provided:

- a. The work to which the employee is assigned shall be consistent with the terms of the doctor's work release.
- b. The employee shall be paid not less than 100 percent (100%) of the rate of pay of the employee's regular classification.

- c. If the job meets requirements (a) and (b) set forth above, there shall be no right of refusal.
- d. Hours worked under such assignments will be considered "productive hours" in the computation and eligibility for fringe benefit pay and accruals.
- e. Time worked on such assignment shall be considered as any other time worked for seniority purposes.

Section 18 – Free Transportation

Par. 1. Free transportation on all lines of the District shall be furnished to all active employees, their spouses and dependents up to age 19 and to 24 for those dependents who are living at home and attending school full-time, members of the Association, and to all retired employees and their spouses, members of the Association retired under the provisions of Sections 10 and 12, above. Limited exceptions to the provisions of this paragraph may be granted by mutual consent of the Director of Labor Relations or his designee and the Business Representative.

Par. 2. The spouses of deceased active employees who had accumulated ten (10) years of continuous service and the spouses of deceased pensioners, will be entitled to free transportation on all lines for life or until remarriage.

Par. 3. The rules and conditions applying to the replacement cost and return of passes upon separation from the District will apply uniformly as to both dependent passes and employee (including spouse) passes.

Par. 4. In the event an employee does not return all passes, punches and other District equipment which has been provided to the employee, the District may withhold up to \$50.00 from the employee's final paycheck until such property has been returned. Any change in this maximum amount of withholding shall be through negotiations between the District and the Union.

Section 19 – Other Provisions

Par. 1. Unless a specific wage progression schedule is listed in Article 8, all new employees shall be subject to the following minimum progression schedule for the job into

which hired :

1st 6 months	75% of top rate
2nd 6 months	80% of top rate
3rd 6 months	85% of top rate
4th 6 months	90% of top rate
5th 6 months	95% of top rate
Top Rate	100%

Par. 2. In the event an employee is on extended sick leave or absence due to industrial accident during that employee's scheduled vacation or on a holiday, the District will pay to the employee the difference between the amount being received by the employee as sick pay or as Workers' Compensation and the employee's regular rate of pay, i.e., the employee will receive 100 percent (100%) of the amount of pay that the employee would normally have received had the employee been on vacation or off on holiday involved.

Par. 3. The first 120 calendar days of employment for all employees will be a probationary period. During this period, an employee will not be eligible for uniforms or any of the benefits except the Hospital-Surgical-Medical plan. Probationary employees, but not including Student Operators, will be entitled to holiday pay on New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Probationary employees may be terminated without recourse to the grievance and arbitration procedure. At the conclusion of the 120 day period, the employee will become eligible for all benefits and rights as provided for in this Agreement.

Par. 4. Upon the ratification of this agreement, March 24, 1999, the District will deposit \$35,000 per year into a Recreation Trust Fund. This amount shall increase to \$37,000 on December 1, 1999; to \$39,000 on December 1, 2000; to \$41,000 on December 1, 2001; and to \$43,000 on December 1, 2002. This fund will be administered by a joint Association-District Recreation Committee who will have full authority to expend monies from this fund. The Committee will prepare an annual budget.

Par. 5. The District will pay mileage at the IRS authorized

rate in effect at the time for the use of an employee's personal car on company business.

Par. 6. When the District requires an employee to be examined by the District's consultant physician before returning to work, the appointment will be made as promptly as possible under the circumstances to avoid any potential loss of pay to the employee. Should a situation develop when the opinions of two (2) competent medical doctors conflict and the District will not permit the employee to work, the matter will be immediately investigated including, if necessary, written statements from doctors. If, after investigation and discussion between the two (2) physicians, it is clear that there is a direct medical conflict, the Association and the District shall select a third doctor competent in the medical area involved, and his opinion will be sought. The majority opinion will determine the employee's status.

Par. 7. Lost and found items will be returned to the finder in accordance with state law (within thirty (30) days if legally permissible).

Par. 8. Leave of absence for a period of more than thirty (30) days, or an extension thereof, must be agreed upon by and between the District and the Association.

Par. 9. The District shall purchase and affix ATU member decals to all revenue vehicles. The District shall provide name tags or plates for operators to display, on a voluntary basis, while operating revenue vehicles.

Par. 10. Prior to the conclusion of these negotiations, the parties shall provide each other with any and all side letters, Memoranda of Understanding, or Supplemental Agreements which remain active and in effect. Any side letters, Memoranda of Understanding or Supplemental Agreements not specifically identified by either party will be considered null and void.

Par. 11. The District shall include union employees in its current 125 plan.

Par. 12. Child/Elder Care Assistance Program

- a. The Child/Elder Care Assistance Program shall be separately operated and administered by the Union.

- b. The District, upon ratification will pay \$45,000 to the Association to operate and administer a child/elder care assistance program. This amount will increase to \$47,000 on December 1, 1999; to \$49,000 on December 1, 2000; to \$49,000 on December 1, 2001; and to \$51,000 on December 1, 2002.

- c. Funds paid by Tri-Met to the Union to provide a Child/Elder Care Assistance Program shall be used solely by the Union to provide such a program (including reasonable administration and promotion costs) and for no other purpose. Such funds shall be held in a dedicated account separate from any other accounts maintained by the Union. In the event that the Union utilizes such money for purposes other than the provisions of an Child/Elder Care Assistance Program, Tri-Met's financial obligation shall immediately cease and the Union shall be solely liable and responsible for the provisions of the Child/Elder Care Assistance Program.
- d. The parties recognize that Tri-Met's obligation with respect to the selection and administration of an Child/Elder Care Assistance Program for eligible participants is limited solely to making payments to the Union for such purpose in the amount agreed to by the parties. The parties further recognize that no change in providers or benefits can in any way alter Tri-Met's financial obligation without Tri-Met's prior written consent. The Union shall exonerate, reimburse and hold harmless Tri-Met against any and all claims, expenses or liabilities in any way arising out of the selection, administration, operation and provision of an Child/Elder Care Assistance Program.

Par. 13. Portland Activities Bus

Subject to state and federal regulations, the District agrees to provide a bus and operator to operate the Portland Activities Bus, should the program be implemented. The Union will select the operator from the available pool of straight-time operators, if available.

ARTICLE 2 – OPERATIONS DIVISION/TRANSPORTATION DEPARTMENT

Section 1 – Operators

Par. 1. General

- a. It is agreed that scheduled runs shall be so arranged as to make the best possible working hours, the order of consideration to be as follows:
 - Class A – straight day
 - Class B – straight p.m.
 - Class C – swing
 - Class D – straight night
 - Class E – trippers
- b. The District shall schedule sixty percent (60%) straight runs on weekdays, eighty percent (80%) straight runs on Saturday and ninety percent (90%) straight runs on Sunday and holiday schedules. All runs shall be scheduled to be completed in twelve (12) consecutive hours.
- c. The District will schedule no more than twenty three percent (23%) of its straight runs involving the driver changing vehicles on weekdays, no more than ten percent (10%) such runs on Saturday, and no more than five percent (5%) such runs on Sunday.
- d. Regarding A, B, C and D class runs, the hours of service shall be as close to eight (8) hours as possible without increasing the expense of operation. In case any run is seven (7) hours and thirty (30) minutes or more, and less than eight (8) hours, the District shall pay eight (8) hours time therefore, except as provided in Paragraph 5(a) of this section.
- e. It is understood and agreed that the percentage of straight day runs to the total of all straight runs shall not be less than 39 percent (39%).
- f. The District will earnestly endeavor during the life of the agreement to still further decrease the lapsed time in all runs without materially increasing the cost of the operation.

- g. Tripper runs under seven (7) hours and thirty (30) minutes shall not be classed as regular runs or scheduled runs and shall be paid for subject to the provisions of this Agreement. Tripper runs which can be combined to make seven (7) hours and thirty (30) minutes work shall be regular runs.
- h. On Sundays or any holidays on which Sunday schedule is operated, the runs will be made as close to eight (8) hours as possible, and as many straight runs as possible.
- i. Owl service on Monday a.m. shall be considered Monday runs. Operators completing an owl run shall not be required to take out a run, tripper, or part of a run unless they have had eight (8) hours continuous time off duty after completing said owl run.
- j. All regular Operators who have accrued a minimum of eighty (80) hours of vacation as of April 1, 1992, and on each April 1, thereafter, may convert forty (40) hours of vacation for use as personal leave days, and shall be considered floaters for end of year payoff. These personal leave days must be used by March 31, 1993, and prior to each March 31, thereafter. Bus Operators will sign for these personal leave days subject to the provisions of Article 2, Section 1, Paragraph 6.
- k. The rules for mini-runs are set forth in Section 2 of this article.
- l. Rail Transportation will hold sign-ups concurrent with Bus Transportation. In addition, Rail Transportation will hold special interim sign-ups due to reasons requiring new schedules. Operators will be guaranteed their run pay if they have to sign on a lower-paying run. If the duration of the interim sign-up is longer than three (3) weeks, a new full sign-up will be signed on without guarantees.

Par. 2. Allowances

- a. Operators shall be allowed ten (10) minutes preparatory time each time they take a coach from storage point. When called for Chartered Service, an Operator will be allowed only five (5) minutes preparatory time.
- b. Operators shall be paid for their regular scheduled runs, and shall not lose any time on account of shortage of

vehicles, breakdowns, etc., or any conditions over which they have no control, provided they report and remain on duty during period of regular scheduled runs unless excused, or unless eight (8) hours notice is given to Operators that they will not be required to report for their runs.

- c. Operators breaking in students shall receive \$1.00 per hour for all hours for which the student is under the Operator's instruction as long as the student drives any part of such time. Students riding a line to become acquainted with same are not to be considered as breaking in.
- d. Operators may be required by the District to do other work than transportation service. If so required, they shall be governed by the working conditions as defined in this Agreement applying to Operators. They shall be paid at not less than the same hourly rate to which they are entitled in transportation work; however, should Operators do other work for the District which is paid for at a higher hourly rate than Operator's pay, they shall receive such higher rates.
- e. Operators called and reporting for special duty, who for some unforeseen cause are not required to take out runs, and Operators working trippers of less than two (2) hours time shall receive at least two (2) hours time therefor. The minimum pay time for any tripper worked as part of a regular scheduled run shall be two (2) hours. Operators marked up to call in will receive two (2) hours pay for doing so. Any Operator called for work shall receive a minimum of two (2) hours pay.
- f. Any regular or list extra run with a break of one (1) hour or less shall be guaranteed to be paid straight time through such break without requirement of time slip.
- g. Operators whose designated place of relief is in a different location than their designated starting location will receive a road relief allowance. Downtown road reliefs will be \$1.25 per day from Center Street Division and \$2.00 per day from Powell Division. Those Operators who relieve the following lines will receive \$2.00 per day:

82nd Avenue
Westover
Northeast-Northwest (Beltline)
102nd Avenue
Killingsworth

- (1) If an Operator is not returned to his/her garage within one (1) hour from time of relief, or is unable to reach his/her relief point from the garage within one (1) hour of time of relief, he/she will receive his/her road relief allowance plus one (1) hour penalty pay at straight time, plus straight time for all time in excess of the hour. At all times Operators will be responsible for catching the first available bus.
- (2) All parties recognize that the road relief allowance represents compensation for the inconvenience associated with road reliefs and does not represent pay for time worked, and shall not be considered as pay for time worked for any purpose.
- (3) In the event the District establishes any new or different road relief points, it will notify the Association at least ninety (90) days prior to the use of such point, and the parties will promptly meet and negotiate a proper allowance for such road relief point. If they are unable to agree on an amount, the issue will be submitted to arbitration as provided in Article 1, Sections 3 and 4.
- (4) Under no circumstances will an Operator receive more than one (1) relief payment in one (1) day because of this provision. This payment will be made on scheduled runs only.
- h. Any Operator who has not been relieved at his/her road relief time and point must notify Dispatch. The Dispatcher will, in turn, notify the Station Agent. If the conditions for the relief of the Operator are known by the Station Agent, that information will be transmitted back to the Operator by the Dispatcher. If the Station Agent must talk to the Operator due to a

complication, the Dispatcher will ask the Operator to contact the Station Agent. In any event, upon notifying the Dispatcher of no relief the Operator will stay in service until such time as a relief Operator can be provided.

Par. 3. Extra Operators

- a. Each extra board Operator shall be guaranteed a minimum of eight (8) hours of work time daily, but not to exceed five (5) days a week, provided he has accepted all work assigned him. For each scheduled work day or portion thereof on which an extra Operator does not work his assignment, he shall lose his guarantee for that day and he shall be paid only for time worked. Any portion of the time worked each day, after twelve (12) hours from first reporting, shall be paid at time and one-half.
- b. Extra Operators shall be marked up for work in rotation under the revolving system. Operators required to report shall be paid for actual reporting time if less than thirty (30) minutes. For reporting time of at least thirty (30) minutes but less than one (1) hour, they shall receive one (1) hour pay.
- c. No regular Operators shall be allowed to do extra work so long as extra Operators are available. The District shall endeavor to maintain an adequate extra list.

Par. 4. Claims

- a. Care shall be exercised by Operators making out accident reports. Operators shall be allowed actual straight time not to exceed forty-five (45) minutes for writing out each and every accident report. Operators shall receive travel time in addition to the above when required to travel to the office to make accident reports.
- b. Operators requested to travel to the Risk Management Department to make out special reports shall receive the same pay allowance as prescribed for accident reports.

Par. 5. Overtime

- a. All working time above eight (8) hours, or any scheduled regular run of less than eight (8) hours in any

twenty-four (24) hour period shall be paid for at the rate of time and one-half; provided, also, that if any Operator has worked a scheduled run of less than eight (8) hours and continues working in connection with said run, without a break, because of delays or oversleeps, time and one-half shall begin after completion of eight (8) hours work. It is understood and agreed that all scheduled runs with more than one (1) hour off duty shall be considered a break. Any Operator having completed a scheduled run of less than eight (8) hours who is used for any purpose whatsoever, that is not in connection with his completed run, shall be paid his eight (8) hours and in addition, shall be paid for all time so used at the rate of time and one-half including report time. This shall also apply to time worked due to failure of a road relief or to additional work assigned by a Supervisor in the field.

- b. Any RDO work or extra work, for monthly-rated employees, that cannot be assigned on a straight-time basis shall be made available to regulars and extras in order of seniority. This provision shall apply to full shift overtime work.
- c. On all swing runs completed in excess of twelve (12) hours consecutive time, time and one-half will be allowed for all such time in excess of twelve (12) hours consecutive time.
- d. An Operator who has not been relieved at his normal relief point and relief time and who so notified the Station Agent is to be relieved within one (1) hour of such notification and, if not, to be paid at the rate of double time for all time worked after the expiration of that hour until the employee's next scheduled working time. If an Operator cannot make his next relief point because he has not been relieved at his normal relief point, he shall not receive less than his full run pay.
- e. Road Supervisors and Station Agents, including extras, shall be governed by the time and one-half provisions of this Agreement when assigned to Operator's work in addition to normal duties.
- f. All Operators, extra Operators and Loaders assigned to regular runs, shall, insofar as operating conditions

permit, be entitled to two (2) days off in seven (7); it is understood, however, that under emergency conditions, regular Operators and extra Operators may be called for work on their assigned days off after all possibilities in the extra list have been exhausted, but when so called, a minimum of eight (8) hours time will be allowed and paid for at time and one-half rate. When a new sign-up takes effect, any assigned days off conflicting therewith shall be canceled.

Par. 6. Off Duty

- a. The District shall place in the office a book in which employees can register in ink or indelible pencil for the day or days they wish to be off duty, and the right to be off duty shall be governed by the list as the names appear thereon, the name at the top of list to be the first employee off duty for such day or days, excepting holidays. Said names shall be placed in the book at least one day previous to the date the employees wish to be off duty, with the understanding that the privilege is not to be abused by anyone. No Operator will be permitted to register his name in said book more than one (1) month in advance except on holidays, in which case it will be permissible to register two (2) months in advance.
- b. The first employee off on any day shall be the employee who has chosen that particular day as his regular day off. On all other days, after his class of employee has been exhausted, other employees may be let off according to their position in the book.
- c. To determine which Operator, those on leave of absence excepted, will be off duty on the six (6) national holidays, the following procedure will apply: Operators may volunteer to work on a holiday by placing their name in the holiday book. If there are insufficient volunteers, Operators will be selected in order from the bottom of the seniority list. Employees whose regular day off is the day of the holiday will be bypassed in selection. Work assignments will be by seniority on holidays.
- d. Operators marking off sick one (1) or two (2) days before one of the six national holidays must produce a

doctor's certificate showing that sickness was real at the time of the layoff.

- (1) Operators laying off sick shall be required to report back not later than 10:00 a.m. the day before returning to work.
- e. No Operator shall be permitted to work for another Operator by individual bargain on holidays.
- f. For purposes of this paragraph there shall be a minimum available openings at each facility as follows:

Center	6
Powell	4
Merlo	3
Ruby Junction	1
Elmonica	1

Par. 7. Sign-ups

- a. Operators shall have the right of choice runs according to seniority in continuous service; provided that on lines which require special qualifications (such as Council Crest Line) only Operators having the necessary qualifications for the particular run or work shall have the choice of same. When an Operator loses pay because of the lack of qualifications of another Operator, he shall be reimbursed for all time lost.
- b. A new sign-up shall take place on the request of the representatives of the Association, it being understood that prior to the effective date of any new schedule or schedules the District shall have all schedules prepared, posted, and ready to operate the same before any sign-up takes place. Said schedule shall remain in effect until such time as a new set of schedules has been prepared, posted, signed, and become effective. By mutual agreement between the District and the Association, the District may make minor changes in schedules without a sign-up.
- c. Regular Operators having no regular assigned runs on days when special schedules are used shall be assigned to work according to seniority, when so qualified, ahead of the extra list.

- d. On the day of Rose Festival Parade, Operators will be assigned a run on their same line as close to their original run as possible. In the event any Operator wishes to change his run for any other open run on the same line, he may do so by entering his request in Red Book. The Red Book will be closed by 10:00 a.m. the previous day. Requested open runs shall be assigned by Station Agents according to seniority.
- e. The District and Association shall maintain a joint committee to study and revise Transportation Department sign-up procedures and rules.
- f. An Association representative shall be present at all sign-ups to sign for employees unable to sign for themselves. The District shall pay for such attendance.

Par. 8. Layoff

- a. Transportation Department seniority shall govern in laying off and reemployment of employees. Employees so laid off because of lack of work shall be returned in the inverse order in which they were laid off, as the need for their classification, or classification of work, permits.
- b. If the District curtails the number of employees in any job, the employee with the least seniority will be the first to be moved out of that job. That employee will then be entitled to exercise such job seniority he or she has on any job in that department.

Par. 9. Other Provisions

- a. All vehicles on the lines of the District shall be run by Operators, to include demand response; dial-a-ride; employer and neighborhood shuttles; and any other type of transportation service with the exception of elderly and disabled (paratransit) service; vehicles traveling between offices, shops, or garages of the District; supply and service trucks of the Maintenance, Facilities Maintenance, and Stores Departments, and delivery trips and necessary pull-ins.
- b. The District will pay the renewal costs of a Class A or B Commercial Drivers License.
- c. No employee shall be required to violate city or state traffic speed regulations.

- d. All employees covered by this Agreement shall be reimbursed for loss of watches in case of a bona fide hold-up or robbery while on duty. All watches covered by this paragraph must be registered with the District or a designated jeweler. The District shall, in addition, reimburse an employee up to \$75.00 for loss of personal effects due to a bona fide hold-up or robbery.
- e. The District will make available one or more legal toilets on each line at all times that buses are operating on the line (as an example, a line such as the Broadway-Powell line shall be considered two lines for the purpose of this paragraph). The District recognizes the desirability of locating toilet facilities on the outer extremities of the line.
- f. All District schedules will have built into them a recovery or layover time of five (5) minutes within each one (1) hour of running time. Because of traffic conditions, mechanical failures, and other related reasons, a five (5) minute recovery time cannot be guaranteed. All Operators will endeavor to maintain their schedules at all times.
- g. The District will equip all buses with windshield washers and keep them in working order.
- h. Operators may be required to activate the reset device and shall be trained by the District so as to be able to do so.

Par. 10. Extra Board Rules

Assigning Work

- 1. All extra work shall be assigned to the board before regular Operators receive overtime. Before regular Operators will be called in for RDO work, the extra board will be exhausted. All assigned work shall be paid as assigned.
- 2. When making up the board, all runs will be assigned before any overtime is added. The first run finished is the first marked up. If two (2) runs get off at the same time, the longest run shall be marked up first.
- 3. After the runs are assigned, the extra work will be given out with the greatest total time assigned first with the

exception of extra service which will be given to the extra board Operators. (Intent is to not assign regular Operators who have overslept extra service.)

4. When two pieces can be combined to fit the qualifications of a run and will total seven (7) hours and thirty (30) minutes or more, this combination will be inserted in it's proper place among the runs. If a run comes open, it should be assigned as a run. (Intent is to assign full runs unless they are split days separated to be used as trippers.)
5. All RDO's assigned when the extra board is made out will be split days if at all practicable. The District will assign RDO work to the extra board and regular Operators according to past practice. All RDO work will be as close to eight (8) hours as possible and will be assigned in this order: split days, night runs, matinees, a.m.'s. Each category of run must be exhausted before assigning runs from the next.
6. Specials shall be marked up after extras unless they are specials expected to be out more than three (3) hours, then they shall be worked with extras.
7. An effort will be made not to assign a.m. reports before a night run and p.m. reports after an a.m. run when the board is made out. If, however, this should happen, an extra board Operator may be allowed to turn down (TD) the a.m. report, without penalty, and without affecting the rest of his/her assigned work.
8. An assignment made to an extra board Operator, who is not a report, is that Operator's assignment for the day and additional work will be added only with his/her consent.

Report Operators

9. Station agents shall notify each report Operator as they come up to watch sign-in board over intercom.
10. A report Operator shall be up until he/she has accumulated eight (8) hours pay. A pass up Operator shall also be up until he/she has accumulated eight (8) hours pay.
11. If a report Operator catches any short part, he/she shall fall back into first place if he/she does not have eight (8) hours work and returns before all other work is out.

The next report Operator up for work who has been cut off in the a.m., will be brought back no later than 11:00 a.m.

12. In case of double covered run or errors, comparable work is work completed within two (2) hours of the original assignment. If the new assignment gets off two (2) hours past original assignment, the Operator may reject the additional assignment without penalty. If Operator is used for report, he/she goes before pass-up Operators.
13. When reporting, an Operator shall receive actual time up to thirty (30) minutes. From thirty (30) minutes to fifty-nine (59) minutes, he/she shall receive one (1) hour. After one (1) hour, it will be actual time.
14. When any Operator oversleeps, their order on report shall be determined by the time they call the garage after oversleeping. They will be at the foot of the report list. If they are called down to report in the morning, they shall keep anything they catch and shall be penalized the eight (8) hour guarantee. If no Operator who oversleeps calls in, they will be called in the order of their work assignments.
15. When two (2) pieces of work go over at the same time, the first Operator up has the choice of work. If it is piece work, it would come under Rule 11.
16. When an Operator on report catches an a.m. run, the District will notify the Operator no later than two (2) hours prior to the end of his/her shift if the Operator is needed for additional work. Absent such notice, the Operator shall be under no obligation for such extra work.
17. Any work that comes open in the a.m. must be assigned before the first p.m. report and shall be given to the first Operator above the red line who is entitled to it and can be contacted by the Station Agent. (Intent is to contact next report Operator entitled to work.)
18. Where the need for an Operator to cover a road relief becomes known less than one (1) hour from the time of relief, it shall be considered an emergency (except for lines 70, 9, 17, and 67, also 19 when applicable); fifteen (15) minutes or less for runs relieved at or near

the garage. Missed road reliefs will not be considered an emergency situation. (If lines change garages at a later date, the lines will be renegotiated.)

19. After all report Operators are exhausted, the next work shall go to the first available Operator above the report Operators.

Pass-Ups

20. Operators taking a pass-up will follow the regular report Operators. They must call in by 10:00 a.m. and will not be assigned any work before 11:00 a.m. at the garage, or 11:30 a.m. in case of a road relief. Operators getting off work after 1:00 a.m. will call in by 10:30 a.m. and will not be assigned work until 11:30 a.m. at the garage or 12:00 noon in case of a road relief. Operators who get off after 2:00 a.m. will call in by 12:00 noon and will not be assigned any work before 1:00 p.m. at the garage or 1:30 p.m. in case of a road relief.
21. An Operator taking a pass-up because of an owl assignment shall be given a report following the a.m. reports and after having nine (9) hours off. Operators shall be guaranteed the last assigned a.m. report, then become a regular report Operator. (Intent is to keep Operator from following behind other pass-up Operators.) The current alignment of runs covering owl service renders this rule invalid and only if owl runs should in the future become assigned work, will this rule come into effect.
22. Operators may pass-up if they have less than nine (9) hours off from the time they finish at night and are scheduled to start the next a.m. The Operator shall notify the Station Agent within sixty (60) minutes after the end of the night run that he/she has elected not to work the a.m. assignment. The amount of time lost by such an election not to work will not be deducted from his/her guarantee.

Trading Work and Days Off

23. All trading of runs and days off is a privilege granted by the Association and the District and may be canceled at any time. (Both parties must agree.)

24. Operators cannot trade days with an Operator who is marked off sick prior to the trade. Once such a trade is made and approved, the trade will be honored even in the event of an Operator marking off for the first part of the trade.
25. Operators can trade a run for an extra that has less than seven (7) hours in it and will be given a TD.
26. Regular Operators may trade for a run that is finished two (2) hours later than their own run if (additional) overtime is not involved.
27. Operators can trade work on holidays if both have signed up to work the day.

Penalties

28. If a Station Agent marks up a run in error, the Operator will receive the pay for his/her run that he/she is marked up for or the run that pays the greater amount.
29. When a Station Agent makes an error, first operator hurt shall be paid. Only one (1) Operator will be penalized for oversleep on report.
30. When the red line is moved incorrectly, or not moved at all, the position of the red line will be corrected as if it had moved correctly on the following work day. First two (2) Operators hurt will be paid.

General

31. Extra board Operators may request any run that is finished after midnight if they are entitled to an earlier run and will not lose pass-up privileges.
32. The Station Agent shall be required to give an Operator the entire assignment over the telephone. A copy of the original board will be kept on file in the office.
33. An Operator calling in one (1) hour and fifteen (15) minutes (75 minutes) before a road relief on their initial assignment will not be penalized with an oversleep. An Operator calling in thirty (30) minutes before a garage sign-in on their initial assignment will not be penalized with an oversleep. (Intent is not to abuse call in privileges.)
34. No Operator will be required to use his/her personal transportation to make road reliefs.

35. When mini-run Operators are promoted to full-time Operators within a current sign-up, they will be assigned to an extra board with split days as RDO's.
36. Station Agents shall not be allowed to hold work open when the Station Agent knows an Operator will be late.
37. Extra board Operators have the option to TD runs on their regular day off.
38. Extra Station Agents, extra Supervisors, and bus Operators shall not be given special consideration when assigned to any overtime.
39. The Boardperson will double check the Board before it is hung when it is being made out by a trainee. All effort will be made to hang the Board by 12:00 noon.
40. An extra board Operator will be allowed to TD part of his/her assignment in order to attend sign-up, then check back with the Station Agent. (Intent is for Operator to maintain as much work as possible.)
41. Open work pads will be covered and not seen by report Operator. (In case of dispute, liaison officer will be allowed to look at pad.)
42. After working twelve (12) hours, extra board Operators will be allowed to TD without penalty. The twelve (12) hours will include actual time on report, and actual time driving, including paid dead-head time.
43. When a two piece mini-run is overslept, the report Operator who catches it has the option of working both pieces but is not guaranteed eight (8) hours for such work or relieved from their twelve (12) hour obligation. Additional work can be assigned in one of two ways. If the Operator wished to give up the p.m. part and is needed for earlier work by the Station Agent, they will go back up in accordance with Rule 11. If they wish to keep both parts, additional work may be made in between the two pieces or after the p.m. part is completed. The report Operator will be expected to inform the Station Agent of their decision upon completing the a.m. part of the mini-run. If the Operator does not receive additional work between the two parts, they will also need to check with the Station Agent upon completing the p.m. part. Any mini-run

assignment worked by an extra board Operator will be subject to the eight (8) hour guarantee if no other work is added to it. A mini-run assignment will be paid actual time worked only if the Operator requests and is granted a TD to do that work only.

44. At any holiday sign-up, we will have an extra list to sign on. Any Operator at the sign-up can sign on the extra list for the holiday. The red line will be at the top of the list for one (1) day. If any Operator wants to bid on any open extra or run, he may do so, seniority prevailing. The red line on the regular extra list will not change because of the holiday.
45. Any time that any Operator signs on a vacation run he will sign on a run for each week. If in any week there is no vacation to sign on, he will take the extra list in his regular seniority for that week and rotate with the extra Operators.
46. If at a sign-up an Operator cannot sign up on five (5) full days of work, but can sign up on four (4) full days of work, he may do so. On his fifth day, he will go to his regular place on the extra list, and be governed by the position of the red line.
47. If an Operator oversleeps and he is called down to report on the a.m. extra list, he will keep anything he can catch, including a split day run. If he catches a tripper or does not go out, the Station Agent may give him whatever is left, whether it is a short tripper or a report. If there are no regular extra Operators left, the Station Agent may, if he is needed, give him an earlier report.
48. After completing the work assigned on the sign-up board, an Operator will not then be penalized with a TDR for refusal to do further work. Operators will not receive a TDR for refusal to work days off unless given twenty-four (24) hours notice. Any Operator turning down work will be penalized only for that amount turned down.
49. Both the regular extra board and the extra board Operator's extra board shall be copied and posted for everyone's observation for an additional twenty-four (24) hours.

50. Extra board rules shall be clarified and posted permanently in drivers' report room.

Par. 11. Extra Service

- a. When a Division is out of help, an extra board Operator from another Division may be utilized but will operate from the Operator's own Division.
- b. Extra service buses and Operators located in the downtown area for breakdown, overload, or emergency situations may be used for such purposes for a Division other than the Division to which assigned when all such buses from the Division in which needed are in use. In such cases, Operators will not be penalized or reprimanded for lack of knowledge of a route for which not trained. Such extra service buses will be used for extra service work only, and the number of extra buses assigned by each Division shall be the same percentage of its runs as the percentage used by the other Divisions.

Par. 12. Special Work

- a. All bus Operators, after six (6) months employment by the District, shall be allowed to attempt to qualify for all special work (charter service) applicable to driving.
- b. Whenever charter work or special work conflicts with any assigned work of a bus Operator, pay shall continue without a break until regular time off of assigned work. The intent of this paragraph is that an Operator doing special or charter work who is late getting off this special or charter work and is too late for his next assignment shall be paid straight through.

Section 2 – Mini-runs

Par. 1. Mini-run operators shall not be scheduled or assigned for more than thirty (30) hours per week. The mini-run work day shall be guaranteed at a four (4) hour minimum, and a seven (7) hour maximum. Mini-run operators shall have two (2) scheduled days off in each workweek.

Par. 2. A Mini-run Operator's work must be completed within thirteen (13) hours from starting time; spread-time penalty provisions shall not apply to mini-runs.

Par. 3. Mini-runs will not count as percentage requirement of other contract run percentage requirements.

Par. 4. Mini-run Operators shall accumulate seniority as Mini-run Operators only and shall not accumulate seniority as regular Operators except that when additional regular Operators are to be employed by the District, notice of intent shall be posted by the District. Mini-run Operators shall have seven (7) calendar days to notify the District of a desire to become a regular Operator. If qualified, Mini-run Operators shall be given preference for employment. The date of employment as a regular Operator shall establish a Mini-run Operator's regular Operator's seniority date.

Par. 5. Regular employees will have preference for employment as Mini-run Operators over outside hires if qualified. Employees on permanent disability will have preference immediately following regular employee preference, also subject to qualification. Retired employees will have preference after regular employees and employees on disability if qualified. The District is to be the sole judge of qualification for retirees and such judgment not subject to grievance.

Par. 6. Mini-run Operators shall receive the following benefits only: they shall receive the same uniform allowances as regular employees. They shall receive prep time, turn-in time, and road relief allowances. Mini-run Operators, after six (6) months, will be given the option of participating in the health and welfare benefits as set forth in Article 1, Section 9, Paragraph e of this Agreement. Mini-run Operators, and their spouses and dependents, shall receive free transportation passes after that mini-run Operator has completed probationary period. Effective December 1, 1998, Mini-run Operators shall receive pro rata pension rights based upon an accrual formula equal to seventy-five percent (75%) of the full-time rate. Mini-run Operators shall receive six (6) hours holiday pay and shall be entitled to the same holidays as full-time employees after probation. Mini-run Operators with twelve (12) months' service will receive pro rata vacation to be taken in the second year based on hours worked. Mini-run Operators with three (3) weeks vacation available may choose to designate one (1) week to use one (1) day at a time. There will be a minimum of one (1) mini-runner to use a floating

vacation day at each of the three bus garages. It is understood that based on the work site of the mini-run operators, and the number of weeks withheld to be used one (1) day at a time, adjustments in the minimum allowed per garage may need to be made. A mini-run Operator with one (1) year of continuous service shall be eligible, beginning on the first day of non-occupational accident and fourth day of non-occupational sickness, for extended sick leave benefits as provided under Article 1, Section 9, Paragraph 4(b), at the rate of \$90.00 per week. Mini-run Operators will accrue sick leave on the basis of six (6) hours sick leave for every 140 accumulated straight-time pay hours. Mini-run Operators shall begin accruing sick leave on the first day of the month following the completion of the probationary period. Sick leave shall be paid to the nearest full hour based upon the individual's work assignment. Sick leave payment shall start on the second day of absence except if individual has accumulated 180 or more hours of unused sick leave in which case payment shall start on the first day of illness.

Par. 7. Mini-run Operator's probationary period shall be six (6) months from completion of training period. In the case of compensable injury suffered during the probationary period, upon the employee's return to work the period of disability would be tacked onto the probationary period up to a maximum of ninety (90) calendar days. A Mini-run Operator who becomes a full-time Operator prior to the completion of his six (6) month probationary period, shall not be required to serve the probationary period for full-time employees in addition. Mini-run Operators to be covered by Article 1, Section 2, Paragraph 2; and Sections 3 and 4.

Par. 8. During the term of this Agreement, the District shall not employ Mini-run Operators in a number which exceeds twenty-four percent (24%).

Par. 9. Any Operator who has obtained full-time Operator status and is thereafter assigned by the District to Mini-run status shall continue to receive the same medical, hospital, dental, prescription drug, convalescence, optical and group life and accident and sickness insurance, disability retirement and pension benefits as are provided to full-time Operators. In addition, said Operators shall receive on

a pro rata basis on hours worked, all benefits received by regular full-time Operators, except holiday pay shall be received on the basis of scheduled work time. Such Operators shall be guaranteed a minimum of thirty (30) hours of available work each week and may be scheduled to a maximum of forty (40) hours.

Section 3 – Station Agents/Clerks

Par. 1. The District may schedule four (4) 10-hour day workweeks. Ten-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.

Par. 2. All shifts will be consecutive hours when practicable. In filling vacancies, seniority shall prevail, subject to qualification.

Par. 3. Station Agents and Chief Station Agents shall sign up for shift and days off.

Par. 4. The District shall provide two (2) sign-ups per year: one effective in April, to coincide with vacations, and one effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one (1) additional employee of the department.

Par. 5. Sign-ups for Chief Station Agents (Boardperson) shall be for one (1) year.

Par. 6. District seniority within the trainee group regardless of the time of the first shift worked shall determine an employee's relative position on the extra Station Agent list and the order of appointment offered.

Par. 7. Sign-ups for Station Agents shall become effective one (1) week prior to the effective date of Operator sign-ups.

Par. 8. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment.

Par. 9. Station Agents may take vacation one (1) day or one (1) hour at a time with prior approval of the depart-

ment manager. Denials of vacation under this provision shall not be subject to Article 1, Section 3 of this Agreement.

Par. 10. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

Par. 11. All Station Agents working between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift differential of twenty-five cents (\$.25) per hour. Overtime, if any, shall be paid on the base rate.

Section 4 – Instructors

Par. 1. Instructors will be reimbursed at the highest IRS rate allowed by the Internal Revenue Service for using personal car on company business.

Par. 2. Instructors will themselves be trained on all Tri-Met vehicles, except light rail vehicles.

Par. 3. Instructors' work records will not reflect in any disciplinary manner any accident for which the student bus Operator is responsible.

Par. 4. Instructors assigned to Center Street Garage will be paid travel time from Center Street Garage when required to do training at another location.

Par. 5. The District may schedule four (4) 10-hour day workweeks. Ten-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.

Section 5 – Road Operations

Par. 1. Dispatchers

- a. Extra Dispatchers shall work Extra Dispatcher work according to seniority established at date of qualification, when they are available, except in an emergency.
- b. Not to exceed two (2) regular Dispatchers shall be allowed off on each holiday. A drawing will be held to decide who will be off. Not to exceed two (2) regular

Dispatchers shall be on vacation at the same time. Regular days off will not be counted in determining the number of Dispatchers who will be allowed to take vacations and holidays at one time.

- c. Extra Dispatcher seniority will commence with the shift that the Dispatcher actually takes over the job and not necessarily the first time he works the job; the intent being that the employee must be actually qualified to take over the job before his seniority commences.
- d. The District shall provide two (2) sign-ups per year: One effective in April, to coincide with vacations, and one effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one (1) additional employee of the department. Sign-ups for Dispatchers shall become effective one (1) week prior to the effective date of Operator sign-ups.
- e. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment.
- f. The District will provide training on all existing and new equipment pertaining to an employee's assigned job function. Dispatchers shall receive update training at reasonable intervals.
- g. The District may schedule four (4) 10-hour day workweeks. Ten-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.
- h. All Dispatchers working between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift differential of twenty-five cents (\$.25) per hour. Overtime, if any, shall be paid only on the base rate.
- i. All Dispatchers shall receive a thirty (30) minute paid lunch period within their shift.
- j. When a Dispatcher is qualified for such job and has received an appointment to a regular position in such classification, seniority shall prevail for selection of

shifts (subject to a probationary period of not to exceed ninety (90) days on such shift), vacation periods, holiday time off, layoff, and recall.

Par. 2. Road Supervisors

- a. No more than four (4) Road Supervisors may be off on vacation at one time.
- b. Road Supervisors and Extra Road Supervisors assigned to car shifts may be required to carry and use screw drivers, crescent wrenches, and chain tools for minor road adjustments, automatic reset button, tighten or remove chains causing damage, tighten mirrors, fix window clips.
- c. The District shall provide two (2) sign-ups per year: one effective in April, to coincide with vacations, and one effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one (1) employee of the department. Sign-ups for Road Supervisors shall become effective one (1) week prior to the effective date of Operator sign-ups.
- d. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by promotion.
- e. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.
- f. The District may schedule four (4) 10-hour day workweeks. Ten-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts it may abandon the 10-hour shifts at its discretion.
- g. All Road Supervisors working between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift differential of twenty-five cents (\$.25) per hour. Overtime, if any, shall be paid only on the base rate.
- h. When a Road Supervisor is qualified for such jobs and has received an appointment to a regular position in

such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed ninety (90) days on such shift), vacation period, holiday time off, layoff and recall.

Section 6 – Fare Inspectors

Par. 1. Vacancies for Fare Inspectors shall be filled from Operators by seniority, subject to qualifications.

Par. 2. The District shall provide two (2) sign-ups per year. One (1) effective in April, to coincide with vacations, and one (1) effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the department) and at the request of 50%, plus one employee of the department.

Section 7 – Other Provisions

Par. 1. All Extra Road Supervisors, Dispatchers, and Station Agents shall have an extra list to sign on when qualified for any of the above stated jobs, and shall have first choice of extra work in any of the above listed departments and choice of shifts and day off.

Par. 2. Work assignments for all extra lists in the Transportation Department, including but not limited to Extra Fare Inspector, Extra Station Agents, and Extra Road Supervisors shall be by the use of a rotating red line as on the Operator Extra Board.

Par. 3. The District will send a letter, as well as post a notice in the usual places, whenever employees are newly appointed into jobs filled by appointment. This shall include, but not be limited to, newly appointed Driver Supervisors, Road Supervisors, and Training Supervisors.

Par. 4. Sign-ups for Driver Supervisors, Road Supervisors, Training Supervisors, Dispatchers, Fare Inspectors, and Station Agents, shall become effective one (1) week prior to the effective date of Operator sign-ups.

Par. 5. Employees breaking in as Supervisors, Station Agents, Dispatchers, or Training Supervisors will receive their regular rate during the break-in period.

Par. 6. Inherent in the desire of both the District and the

Association to increase ridership is the accompanying requirement of flexibility in the operation of Alternative Transportation Service (ATS). This may include mini-run Operators bidding different hours each day during the week but with two (2) scheduled days off, the transfer of service between shuttle and big bus, and run hours as required (within the 30 hour weekly maximum for mini-run). Full-time Operator runs may also include ATS work. In the event of any dispute between the parties with respect to the interpretation or implementation of this paragraph the parties will mediate that dispute using the Labor Relations Committee. Otherwise, the dispute will be resolved pursuant to the dispute resolution procedure of the Agreement set forth in Article 1, Section 3.

Section 8 – Uniforms

Par. 1. The District will furnish at no cost to all Operators who have served the probationary period of 120 days, and to Road and Training Supervisors, one (1) uniform, consisting of: One (1) jacket, two (2) pairs of trousers, three (3) shirts, and one (1) tie.

Par. 2. The District will pay 80 percent (80%) of the cost of uniform and optional uniform items (not including shoes, socks, underwear), to a maximum cost to the District of \$215.00 for any one (1) year, provided, however, that if an employee has failed to use the entire allowance he may carry over the unused amount to the following year. Should the Union request, the District shall establish more than one (1) uniform supplier.

Par. 3. All employees' uniform anniversary dates shall be April 1 of each calendar year. Employees' eligibility for uniforms shall be from April 1 to March 31 of each year.

Par. 4. Mini-run Operators are to receive a complete uniform as described above after six (6) months. The District may also provide a partial uniform at the time of hire, but this shall not affect the benefit to be received at the end of the six (6) month period.

Par. 5. Newly hired employees shall be entitled to a pro-rated uniform allowance based on weeks worked between the end of their probationary period and the next April 1st. The dollar amount in force for the year of hire shall be the

basis for pro-rating. New employees shall carryover any amount not used to their next uniform year on a pro-rate basis up to \$100.00 a year. This pro-rated amount shall be credited to each employee's allowance at the end of his probationary period.

Par. 6. If employee leaves the employment of the District, the uniform that has been purchased fully by the District will remain the property of the District.

Par. 7. Rain gear shall be furnished to all Road Supervisors.

Par. 8. Road Supervisors will be given the same uniform privileges as bus Operators, including one tie.

Section 9 – Light Rail

Par. 1. When a light rail employee has been trained and has received an appointment to a regular position, the employee shall be on a probationary period of not to exceed ninety (90) days subject to the grievance procedure. An employee who does not satisfactorily perform during that probationary period may be returned by the District to the employee's former position without loss of seniority.

Par. 2. Transportation employees assigned for regular work will hold LRT seniority based upon their respective District seniority. Thereafter, employees shall establish seniority in light rail upon the date of working their first regularly scheduled shift. If more than one employee works his/her first regular scheduled shift on the same day, the seniority of such employees shall be in the order of the District seniority.

Par. 3. All light rail employees shall receive their regular rate of pay while training.

Par. 4. Train operators' starting and quitting time shall be at Ruby Junction, Vintage Trolley, or Elmonica, exclusive of travel time.

Par. 5. Article 2, Section 1, Paragraph 9(a) shall apply to light rail except that it shall not prevent the operation of LRVs by engineers and/or mechanics in nonrevenue service. The parties recognize that from time to time it will be necessary for manufacturers' representatives and/or engineers to operate cars for purposes of testing and determining

whether design changes ought to be recommended. It is contemplated that in most circumstances such manufacturers' representatives or engineers will be accompanied by an LRVM.

Par. 6. Operators will be required to perform certain tasks (minor troubleshooting such as opening panel resetting switch, pushing buttons, not requiring the use of tools) and shall be trained by the District so as to be able to do so in order to maintain service.

Par. 7. An allowance of \$35.00 will be issued to Rail Transportation employees toward the purchase of work boots. The boots must be black or brown in color, leather, of lace type, and at least 3/4 length in height to qualify for the allowance. The allowance will be reissued when replacement boots are needed and the old boots are shown to be worn out.

Par. 8. The District shall provide two (2) sign-ups per year for Controllers and Rail Supervisors. One (1) effective in April, to coincide with vacations, and one (1) effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50% plus one (1) additional employee of a department.

Par. 9. The District may schedule four (4) 10-hour day workweeks for Controllers/Supervisors. Ten-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of 10 hours on any one shift. If the District schedules 10-hour shifts, it may abandon the 10-hour shifts at its discretion.

Par. 10.

- a. All current full-time rail Operators, rail Operator extras that have completed training, and all bus Operators on the list to start training at rail, and rail Controllers/Supervisors will hold rail Operator seniority, and shall have their rail seniority protected and will remain at the top of the rail Operator seniority list. In addition, employees working as Controllers/Supervisors shall retain seniority in the last position or classification worked prior to becoming a Controller/Supervisor, or have the option of going to the bottom

of the protected rail Operator seniority list. This shall apply only to the initial class of Controllers.

- b. Future rail Operators who meet the required qualifications and who successfully complete the training program will be assigned to the Light Rail Division based upon their respective District seniority (after the protected group) when openings occur. This seniority shall prevail for selection of work, vacations, holiday time off, layoffs, and recalls.
- c. All Transportation Operators who bid positions in Light Rail will be committed to the Light Rail Division for at least one (1) year of full-time continued service, except for medical reasons. Operators who wish to return to the Bus Division may do so on the effective date of the spring sign-up, provided that the employee gives written notice of his/her intention to do so prior to the spring sign-up and that they have completed one (1) year of required continuous service prior to the effective date of the spring sign-up.

ARTICLE 3 – OPERATIONS DIVISION/MAINTENANCE DEPARTMENT

Section 1 – General

Par. 1. The Maintenance Department consists of those functions necessary to maintain and repair revenue and nonrevenue rolling stock.

Par. 2. Seniority by classifications as established herein shall prevail in the performance of the work done in Paragraph 1, qualifications considered.

Par. 3. Eight (8) hours shall constitute a shift's work period at straight time. Forty (40) hours shall constitute a week's work, excepting those weeks within which an agreed holiday falls. Time and one-half shall also be paid for work performed on the sixth and seventh consecutive day required to work, sign-up schedule changes excluded. After employees have finished their shift's work period and are again called for work before the expiration of thirty (30) minutes, there shall be no break in time from the end of shift period for the time worked. If employee is again called for work from home, or after the expiration of thirty (30) minutes time from his shift's end, to report to work as soon as possible, he shall be paid from the time called, but in no case shall such payment be less than four (4) hours at overtime rate. If called and notified to report for work at a specified later time, but earlier than his regular shift, he shall be paid from the time of reporting for work, and overtime shall commence after the completion of eight (8) hours work, it being understood that the employee will complete his regular assigned shift. Employees called for work on regular assigned days or nights off (excepting as agreed to in Section 2, Par. 2), shall be paid at the rate of time and one-half when so called to work, but in no case shall such payment be for less than eight (8) hours at overtime rate.

Par. 4. Classified positions as listed do not necessarily indicate entire scope of duties to be assigned employees. Other duties may be assigned, provided they are of lower or comparable skill requirement, or of higher requirements if of a temporary nature.

Par. 5. Maintenance Helpers may be used by the District

to install and remove tire chains after Mechanical help has been exhausted and under a Mechanic's supervision.

Par. 6. Warranty work will be done by District employees when qualified.

Par. 7. The Stenographer in the Maintenance Department shall be allowed to take vacation one (1) day at a time with the prior approval of the Department Director, and will be trained in word processing techniques pertaining to the employee's assigned job function.

Par. 8. All trading days off is a privilege granted by the Association and the District and may be canceled at any time by mutual agreement.

Par. 9. The District may assign work not requiring journey level skill and knowledge to employees outside of the journey level classification (window film installation and replacement, LRV parts cleaning, LRV seat pad replacement). Employees performing the above mentioned tasks shall receive Maintenance Mechanic rate for actual time spent doing this work (except bus interior cleaners replacing seat pads); if that time exceeds 4 hours per day, they shall receive the Maintenance Mechanic rate for the entire shift. In the event the District proposes to add additional job duties to this list, additional listings shall be done by mutual agreement. No journey level employee shall be laid off solely as a result of this paragraph.

- a. The two parties entering into a trade will do so voluntarily. Once approved, filling the trades are solely the responsibility of the two parties. (Three-way trades are not an option). The District is not obligated with regard to record-keeping, scheduling the payback substitution, work schedule changes or overtime expense.
- b. A trade can only occur between two (2) people working at the same garage, during the same hours, within the same job classification, having similar sign-up responsibilities, e.g., overhaul mechanics can only trade with overhaul mechanics, body shop mechanics can only trade with body shop mechanics. Requests for trades are subject to approval by the Supervisor. The District reserves the right to approve requests on a case-by-case basis based upon operational needs.

- c. This process is not subject to the grievance process. Appeals of any denials may be made to the Garage Manager and will be handled on a case-by-case basis.

Section 2 – Filling of Positions

Par. 1. When a position is open in any classification in the Maintenance Department, except for Foreman, a notice shall be posted on all department bulletin boards for not less than three (3) days before the position is filled, and any employee in the Maintenance Department may make application to his Foreman in writing before the notice expires. The position will be filled according to established seniority in the classification called for, qualifications considered. Employees trying out in a new position shall have a reasonable period to qualify; this to be determined by the Director of Maintenance and/or his designees, and the Officers of the Association and/or their designees.

Par. 2. When the hours of a new position posted and bid on are afterwards changed, all positions below the holder of such position shall be reopened for bid according to seniority as defined in Paragraph 1. It is further agreed that for the purposes of vacation relief, so the maximum number of vacations possible to grant may be had during the period of school vacations and for seasonal hunting periods, this paragraph shall be inoperative. It is further understood and agreed that in arranging vacation relief, regular assigned days off will be maintained. A new sign-up shall take place at the request of the representative of the Association.

Par. 3. It is understood that when a new position is created requiring special skill and training, and no employee in the Division can qualify, the District shall have the right to employ such qualified people.

Par. 4. Employees filling the position of one receiving a higher rate of pay shall receive the higher rate providing they are capable of performing the work of the higher classification, and the change is made for a period of three (3) days or more. They shall then receive the higher rate when filling this position in the future. Seniority in classification shall not begin until the employee has bid for and qualified in a regularly posted position in that classification. However, employees hired directly from the outside into an apprentice

program may receive a seniority date in the Helper classification equal to their entrance into that apprentice program.

Par. 5. It is understood and agreed that in filling vacancies that are not filled by promotion within the Department, preference will be given to employees or laid off employees of the Facilities Maintenance or Stores Departments. Such vacancies will be posted on all bulletin boards for three (3) days. If unable to fill the vacancy, it may be filled according to seniority within the District. Following selection, District employees shall receive preference for all bidding purposes over employees hired from the outside.

Par. 6. Any Mechanic who bid a lower classification before July 1, 1982, shall continue to earn their Mechanic's seniority as long as they occupy their current job.

- a. Employees who are forced to bid a lower classification due to a job-related illness or injury shall not lose any seniority.
- b. Any Mechanic bidding a lower classification shall have their Mechanic seniority frozen as of the effective date of their bid.

Par. 7. The selection and appointment of Maintenance Trainers is a prerogative of the District without regard to seniority.

Par. 8. Assistant Supervisor - Bus

- a. The Assistant Supervisor classification for the Bus Division shall be a newly created position.
- b. The Assistant Supervisor classification shall be limited to Bus Maintenance activities for which a journeyworker classification exists.
- c. All Assistant Supervisors will come from the journeyworker ranks.
- d. The wage rate for the Assistant Supervisor shall be 115% of the journeyworker rate supervised.
- e. An Assistant Supervisor may supervise more than one (1) bargaining unit classification, as determined by Tri-Met, within the Bus Maintenance Department sections.
- f. Assistant Supervisors shall perform journey-level work in addition to their Assistant Supervisor duties, except when acting Supervisor.

- g. An Assistant Supervisor's duties include assuming the duties of the Supervisor when he or she is absent (vacation, sick, personal leave, etc.). When this occurs, an Assistant Supervisor shall be paid the Supervisor rate; however, Assistant Supervisors shall not be paid Supervisor rate on a Supervisor's regular days off, e.g., Saturdays, Sundays and holidays.

Section 3 – Schedule Sign-ups

Par. 1.

- a. A sign-up for Maintenance Department shifts shall be held at the request of the Association. However, not less than one (1) general sign-up will be held per year. Position schedules shall be posted prior to a sign-up and seniority lists by classification as approved by the District and the Association shall also be posted. A sign-up shall be posted for not less than seven (7) days.
- b. Prior to the Association calling for additional sign-ups, the Association agrees to meet and confer with representatives of the District within five (5) working days.
- c. The District may establish an experimental program to test the feasibility of a four/ten workweek for maintenance activities. The test period will be for at least one year. It may be extended only by the agreement of both parties. It is understood this test will not increase operating costs to the District. A joint committee composed of three (3) representatives each, for both the District and the Association, shall be established in conjunction with this test program.

Par. 2. The Director of Maintenance or his designee shall fill the holiday schedules under the following rules:

- a. All employees having the day as their regular assigned day off shall be off regardless of seniority.
- b. A list shall be posted listing employees by classification and seniority, and a work schedule shall be posted setting forth the number of employees in each classification necessary to fill the schedule.
- c. The work schedule shall be posted fourteen (14) days before the holiday and shall be filled and final seven (7) days before the holiday.

- d. Employees will sign the work schedule according to classification in which qualified and by seniority, day workers to sign on the day shift, swing workers to sign on swing shift, and graveyard workers to sign on graveyard shift.
- e. Employees who sign up will sign up for the shifts they will work in order of descending preference.
- f. An employee who signs up has preference over one who has not signed by the final completion date.
- g. When filling an open position, an attempt will be made to assign the worker as close as possible to their normal shift for that day.

Par. 3. A vacation sign-up, stratified by classification and shift, will be posted annually. Employees will be asked to sign their vacation preference by seniority, in minimum one (1) week increments. If an employee does not sign for any or all of his vacation, the employee waives any seniority rights which might otherwise provide that employee the opportunity to displace another with less seniority at a later date. The vacation sign-up will remain in the Foreman's office throughout the remainder of the year.

- a. Any employee shall have the opportunity to sign for vacation week(s) at any time, provided there is an opening on the sign-up.
- b. Holidays included in vacation weeks will not be considered as vacation days. In order to be excluded from consideration to work on such holidays, an employee must take a full week of vacation.
- c. Employees will continue to have the opportunity to request vacation on a day-to-day basis, provided that there is an opening on the vacation sign-up.
- d. The District may allow employee vacation to be taken in one (1) hour increments. The existing work rules and practices for vacations shall remain in force.

Section 4 – Layoffs

Par. 1. Maintenance Department seniority shall govern in laying off and reemployment of employees. Employees so laid off because of lack of work shall be returned in the

inverse order in which they were laid off, as the need for their classification, or classification of work, permits.

- a. If the District curtails the number of employees in any job, the employee with the least job seniority will be the first to be moved out of that job. That employee will then be entitled to exercise such job seniority he or she has on any other job in that department.
- b. Only in the event of layoff, Facilities Maintenance employees shall be allowed to exercise their departmental seniority for positions in Maintenance or Stores.
- c. Maintenance, Facilities Maintenance, and Stores shall be deemed a single department for the purpose of this paragraph.

Section 5 – Allowances

Par. 1. Any Journeyman Mechanic who has performed three (3) or more years of continuous service as a Journeyman Mechanic, shall receive seventy cents (\$0.70) per hour over base rate of pay. Any Journeyman Mechanic with more than eight (8) years Journeyman experience with the District shall receive an additional seventy cents (\$0.70) per hour over base rate of pay. Any Journeyman Mechanic with more than fifteen (15) years Journeyman experience with the District shall receive an additional seventy cents (\$0.70) per hour over base rate of pay effective June 1, 2001.

Par. 2. All longevity premiums and shift differentials will be included in the base rate for the purpose of calculating the amount of overtime due.

Par. 3. Upon ratification of this agreement, March 24, 1999, all Journeyman Mechanics and Apprentices in the Mechanic Training Program will receive twenty-seven cents (\$0.27) per hour for compensation for the use of their personal hand tools. The tool allowance shall be increased to twenty-eight (\$0.28) per hour effective December 1, 2000; to twenty-nine cents (\$0.29) per hour effective June 1, 2001; and to thirty cents (\$0.30) per hour effective December 1, 2002. The District will furnish one (1) set of metric tools.

Par. 4. The District will furnish a minimum of two (2) pairs of laundered overalls per week to all employees of the

Maintenance Department. Additional overalls will be provided for exceptionally dirty work or as otherwise determined necessary. Rain gear will be furnished by the District to the service people in the Maintenance Department.

Par. 5. Any Journeyman Mechanic who is assigned to train Apprentice Mechanics will receive an additional twenty-five cents (\$0.25) per hour over base rate of pay for each apprentice assigned. This provision shall not apply to Assistant Supervisors.

Par. 6. The District will pay the renewal costs of a Class A or B Commercial Drivers License.

Par. 7. Upon ratification of this agreement, March 24, 1999, the District will pay the cost of shoes for maintenance employees that meet the District's Work Shoe Policy, not to exceed \$80.00 per employee. Reimbursement will be governed by the District's Work Shoe Policy.

Section 6 – Night Shifts

Par. 1. A differential of thirty cents (\$0.30) per hour shall be paid for all work performed by employees in the Maintenance Division between the hours of 6:00 p.m. and 6:00 a.m. If fifty percent (50%) of work in any shift is within the hours covered by the night differential rate, the entire shift shall be paid for at the night differential rate. This night shift differential rate shall increase to thirty-five cents (\$0.35) per hour effective February 1, 1993, and to forty cents (\$0.40) per hour effective February 1, 1994.

Par. 2. Night crews that work between the hours of 6:00 p.m. and 7:00 a.m. shall have included in their shift a paid lunch period of thirty (30) minutes. The total shift including lunch period, shall not be in excess of eight (8) hours.

Section 7 – Mechanic Training Program

Par. 1. There shall be a Mechanic Training Program. The purpose of this program is to offer qualified trainees an opportunity to advance in the field of bus maintenance to a high level of proficiency.

Par. 2. This program is an on-the-job program. Routine assignments as well as training instruction will be delegated to trainees in this program.

Par. 3. Work assignments, shift hours, and areas of instruction will be decided by the Station Manager - Maintenance.

Par. 4. Applications will be accepted from employees of the District. A qualification test to determine mechanical aptitude will be given and appointments will be made based on seniority from those applicants receiving a passing test score. All Helpers on the payroll as of April 1, 1979, shall have a right to enter this training program with no reduction in wages, based on seniority and a passing test score before other applicants are appointed. Should no one apply, or should all applicants fail to receive a passing test score, the District shall have the right to recruit applicants from outside the employee group.

Par. 5. There will be not less than twelve (12) trainees in the program at all times during the life of this agreement. Those trainees in the training program prior to April 1, 1979, shall continue under the rules and procedures, including pay rates, in effect at the time of their enrollment. Trainees in the training program shall, except as otherwise provided in this section, operate in accordance to the rules and procedures previously entered into between the parties.

Par. 6. Trainees will receive the Helper's rate for the first two (2) years in the training program, the Maintenance Mechanic's rate for the third year of training, and shall be advanced to the Journeyman Mechanic's rate upon the successful completion of the third year.

Par. 7. A log or diary will be kept to record the assignments and duties performed by the trainees, including comments and observations of Supervisors and instructing Mechanics. Trainees will be evaluated at the end of ninety (90) days by the Director of Maintenance, or his designee. Unsatisfactory progress will necessitate dismissal from the training program. Helpers unsuccessful in the training program will be returned to their former assignment with no loss of seniority or rights in the former classification. Evaluation of the trainees resulting in continuation in, or dismissal from, the program will take place every ninety (90)

days until training has been completed. All trainees retain their rights to the grievance procedure.

Par. 8. A joint committee composed of three (3) representatives each, for both the District and the Association shall be established in conjunction with this training program.

Par. 9. Nothing in this Agreement bars the District from promoting a Mechanic trainee to a Journeyman Mechanic when qualified.

Par. 10. Apprentice Mechanics may be promoted to Journeymen when qualified. If so promoted, the individual will be paid at top rate at time of promotion.

Section 8 - Tire Service

Par. 1. Effective October 1, 1991, Tire Service will be established as a separate classification in the Maintenance Division.

Par. 2. On October 1, 1991, current Tire Service employees will have established both District seniority and Tire Service seniority as date of hire with Goodyear or their predecessor. District seniority shall be used as the basis for determining vacation benefits only.

Par. 3. Tire Service employees will have Maintenance Helper seniority established as of October 1, 1991. Tire Service employees will be allowed to exercise their helper seniority one (1) time only.

Par. 4. Tire Service employees are eligible for longevity premiums paid to Journeyman Mechanics.

Section 9 - Maintenance Department Assistance Fund

Par. 1. A Maintenance Department Assistance Fund will be established each year from July 1st to June 30th in the amount of five percent (5%) of the District's total maintenance direct labor costs budgeted for that year. The purpose of the fund is to pay for the labor costs of work performed by independent contractors. The District shall provide the Association with itemized quarterly reports of the Maintenance Department Assistance Fund. Any dispute shall be

subject to the grievance procedure. No portion of the fund shall be carried over to the next year. Under no circumstances shall the total amount exceed the original allotment. If a cost overrun occurs, the amount of the overrun shall be doubled and deducted from the following year's fund and no further contracting shall take place for the balance of the year which was overspent.

Par. 2. Should any maintenance employee be laid off or the work force reduced, the District's use of the Maintenance Department Assistance Fund shall cease immediately.

Par. 3. Warranty work will be done by District employees when qualified.

Par. 4. Use of the Maintenance Department Assistance Fund does not exclude any type or types of work to be done by maintenance department employees; maintenance employees retain the right to all work not done by the Maintenance Department Assistance Fund. The District will maintain facilities, funding, staffing, and training for all functions necessary to maintain and repair revenue and nonrevenue rolling stock, owned or operated, in whole or in part, by or for the District.

Section 10 – Utility Helpers

Par. 1. Effective September 1, 1985, the classification of Utility Helper is established to provide greater flexibility for the District in scheduling work assignments and in balancing the allocation of manpower between maintenance facilities when necessary. Utility Helpers may, under specific conditions, be assigned to other locations or be assigned other reporting time and/or duties for all or part of a regular work shift.

Par. 2. A maximum of twelve (12) employees (four (4) in each division) in the Helper classification may be assigned as Utility Helpers.

Par. 3. Whenever the number of Helpers at a given maintenance facility are insufficient to cover work absences or the work in need of completion, Utility Helpers may be sent from another facility to assist in completing the work.

Par. 4. When a Utility Helper is required to report to another maintenance facility, the Utility Helper will be

notified by the appropriate shift foreman or garage manager. For the purposes of reporting to or returning from the other facility, the Utility Helper will be provided transportation by the District.

Par. 5. Utility Helpers may be assigned to another facility for all or a portion of their work shift. A Utility Helper may be required to report to work at a time other than his or her regularly scheduled shift starting time or to another maintenance facility provided that a minimum of twenty-four (24) hours advance notice has been given. In any event, an alternate report time may not be more than four (4) hours earlier than nor later than the normal shift's starting time for the Utility Helper.

Par. 6. The Utility Helpers shall be entitled to the same prevailing wage rates, health, welfare, and other benefits, and will be subject to the same general working conditions as other employees in the Helper classification.

Section 11 – LRT Maintenance Vehicle Mechanics' Training

Par. 1. All light rail employees shall receive their regular rate of pay while training.

Par. 2. The LRT Mechanic Apprentice Program shall be governed by the same provisions contained in Section 7 of this article with the following exceptions:

- a. Work assignments, shift hours and areas of instruction will be decided by the Maintenance Manager.
- b. A qualification test to determine mechanical, electrical and electronic aptitude will be given.
- c. The LRT Mechanic Apprentice may be promoted to Journeyman when qualified, and if so promoted will be paid at top rate at time of promotion.

Par. 3. A joint committee composed of three (3) representatives each, for both the District and the Association, shall be established in conjunction with this apprentice program.

Section 12 – LRT Vehicle Mechanics' Seniority

Par. 1. A Light Rail Vehicle Mechanic's (LRVM's) seniority date will be the effective date of a transfer to light rail. If more than one (1) mechanic is transferred on the same day, they shall be ranked in the same order of seniority as held at the time of transfer.

Section 13 – LRT Safety Inspections

Par. 1. The parties recognize that in order to accomplish regular safety inspections that may only be accomplished when the system is down, it may be necessary to reassign regularly scheduled shifts. The District agrees to provide the affected employees at least thirty (30) days notice of such shift changes. In the event of such a shift change, the first four (4) hours of each reassigned shift shall be at time-and-one-half. The affected employees shall also receive any applicable differentials.

Section 14 – Contracting Out

Par. 1. It is not the intent of the District to subcontract items, components, and/or services currently performed by District employees, except in case of an emergency or as agreed by the parties in writing, as they relate to the District's light rail maintenance operations.

Par. 2. The District may permit the performance of all warranty work by the manufacturer, supplier or by persons designated by the manufacturer or supplier; provided, however, that the removal and installation of components shall be performed by the District employees under the supervision of the supplier unless doing so will void the warranty. It is the intent of the parties that District mechanical employees will participate in all types of warranty work where such participation will aid in the training of District employees and is not merely repetitive in nature.

Par. 3. Article 2, Section 1, Paragraph 9(a) shall apply to light rail except that it shall not prevent the operation of LRVs by engineers and/or mechanics in nonrevenue service. The parties recognize that from time to time it will be necessary for manufacturers' representatives and/or engi-

neers to operate cars for purposes of testing and determining whether design changes ought to be recommended. It is contemplated that in most circumstances such manufacturers' representatives or engineers will be accompanied by an LRVM.

Par. 4. A joint committee consisting of at least two (2) Union and at least two (2) District representatives will be established. If the District requests items, components and/or services not previously agreed to be contracted out, the committee shall meet and review the subcontracting proposal. If the committee is deadlocked as to whether an item should be subcontracted, the matter shall be presented to the District's Labor Relations Director, or his designee, and the President of the Local Union, or his designee. Any deadlock between the District's Labor Relations Director and the President of the Local Union shall be resolved through arbitration. The Joint Labor Relations Committee may, by joint agreement, review the case in an attempt to resolve the disagreement.

Par. 5. Quarterly detailed reports of all subcontracted activity shall be distributed to the joint committee members. If work of a particular type is of a continuing volume or frequency equivalent to the annual hours of work of a permanent employee in an existing classification of the District, the District shall, within a reasonable amount of time, add or create a position within the bargaining unit classification to perform the work. The District will not be required to create a new position unless a cost analysis demonstrates that the expenditures are cost effective.

Par. 6. The District may subcontract work under emergency situations. Emergencies shall be construed as conditions beyond the control of the District, such as Acts of God, official government-declared emergencies, and unexpected situations that significantly impact the operations of maintenance activities that would cause operations to be substantially interrupted. The exercise of emergency rights by the District does not preclude the Union from raising grievances on the issue.

Par. 7. It is not the intent of the District to avoid hiring new employees as workloads increase, nor will any ATU employee be laid off solely as a result of subcontracting.

Section 15 – LRT Apprenticeship Training Programs

Par. 1. Light Rail Maintenance Department shall have seven (7) journeyman classifications:

- Overhead Traction Electrification Maintainer
- Traction Substation Technician
- Signal Maintainer
- Track Maintainer
- Rail Vehicle Mechanic
- Fare Lift Technician
- Communication Technician

Par. 2. Each journeyman shall hold seniority only with his/her specific classification. The District may administer cross training to light rail maintenance-of-way (MOW) employees for purposes of teamwork, optimum productivity and mutual assistance among MOW disciplines, as well as to enhance safety.

Par. 3. The District shall establish MOW Apprenticeship Programs in the classifications of:

- Overhead Traction Electrification Maintainer
- Traction Substation Technician
- Signal Maintainer
- Fare Lift Technician

Par. 4. The parties acknowledge the joint apprenticeship and training committees (or trade committees) as the exclusive source for apprenticeship and training standards as approved by the State of Oregon Apprenticeship and Training Council.

Par. 5. The District shall fill light rail apprenticeship openings in order of seniority of applicants passing aptitude tests offered to District employees in the following priority order:

- a. Journeyman maintenance employees who have five (5) or more years of journeyman status
- b. Other non-journeyman maintenance employees who are not currently enrolled in a Tri-Met apprenticeship program

c. All other Tri-Met employees

d. If an apprentice opening remains open after offering aptitude tests to internal applicants, as outlined above, the District may offer such openings to outside applicants.

Par. 6. Tri-Met employees entering the light rail MOW Apprenticeship Program shall be paid according to the LRV Apprentice Mechanic schedule.

Par. 7. In the event that the selection of the most senior journeyman mechanic (bus or rail) applicant for a light rail MOW apprenticeship vacancy would result in a severe hardship on the District relating to the performance of a journeyman's regular work (i.e., the resulting journeyman mechanic vacancy would result in the need to cut jobs or to contract out work under the terms of the Maintenance Assistance Fund), the District may pass over that mechanic and select the next qualified applicant. In such cases, the mechanic who has been passed over will be given the opportunity to fill the next light rail MOW Apprenticeship Program vacancy. Upon successful completion of the Apprenticeship Program, the passed-over mechanic shall be afforded the seniority he/she otherwise would have had if selected for the initial opening.

Par. 8. Nothing in this Agreement bars the District from promoting an apprentice to a journeyman in less than four (4) years; however, promotion to journeyman status from an apprentice program in four (4) years shall be based on District seniority in accordance with the collective bargaining agreement. Upon six (6) months' accrual in an apprenticeship program, an employee shall forfeit seniority held in the employee's previous classification. Prior to such six (6) months' accrual, however, an employee may elect to return to his/her previous classification, whereupon the employee's seniority held upon return shall be the same as if he/she has remained in the previous classification; this provision may also be effective following six (6) months' accrual for a particular employee by mutual agreement between the District and the Union.

Par. 9. In lieu of a certified apprenticeship program for Track Maintainer, the following provisions shall govern the filling of Track Maintainer openings.

- a. Create a classification of Laborer/Track Trainee: Labor/Track Trainees will be filled from the Laborers classification. By seniority, Laborers will be offered the Track Trainees positions. The Track Trainees will be given formal training as well as On The Job training (OJT) in Track Maintenance. When not performing Track OJT they will perform their regular Laborer job duties.
- b. Those holding the Laborer/Track Trainee positions will be eligible for overtime call-outs, to assist when track work is being performed during off-hours. These call-outs would come after the regular Track Maintainers had been called but before other journeymen were called.
- c. Laborer/Track Trainees shall remain in those positions until such time as the District offers an opening for Track Maintainer. When such an opening occurs it shall be offered by seniority to qualified Laborer/Track Trainees. Those that decline to fill the offered positions will either fill a Laborer's position, if an open position exists, or if no positions exist, he/she will return to the previous classification held prior to Laborer with loss of all seniority as Laborer and/or Laborer/Track Trainee. Once a person declines a Track Maintainers position he/she will not be eligible for another opportunity for a period of five (5) years.
- d. A maximum of four (4) Laborer/Track Trainee positions may be created. Additional positions, if needed, may be created with District/ATU agreement.
- e. The State of Oregon Apprenticeship Council shall not govern the Laborer/Track Trainee program, but the Light Rail Apprenticeship Committee shall oversee the training, testing and qualifying of those persons holding these positions.
- f. Openings for Laborer/Track Trainees shall be filled in accordance with Article 3, Section 15, Paragraph 5.

Par. 10. The payment of tool allowances to Journeyman Mechanics and Apprentices as provided in Article 3, Section 5, Paragraph 4 shall not apply to maintenance-of-way (MOW) classifications, including:

Signal Maintainer

Overhead Traction Electrification Maintainer
Traction Substation Technician
Track Maintainer
Plant Mechanic
Communications Technician

All tools required by the classifications listed above shall be furnished by Tri-Met.

Section 16 – Assistant Supervisor - Rail

- a. The Assistant Supervisor classification shall be limited to Rail Maintenance Department activities for which a journeyworker classification exists.
- b. All Assistant Supervisors will come from the journeyworker ranks.
- c. The wage rate for the Assistant Supervisor shall be effective December 1, 1994, and shall be 115% of the highest Journeyworker rate supervised.
- d. An Assistant Supervisor may supervise more than one (1) bargaining unit classification, as determined by Tri-Met, within the Rail Maintenance Department sections.
- e. Assistant Supervisors shall perform journey-level work in addition to their Assistant Supervisor duties, except when acting supervisor.
- f. An Assistant Supervisor's duties include assuming the duties of the Supervisor when he or she is absent (vacation, sick, personal leave, etc.). When this occurs, an Assistant Supervisor shall be paid the Supervisor rate; however, Assistant Supervisors shall not be paid Supervisor rate on a Supervisor's regular days off, e.g., Saturdays, Sundays and holidays.

Section 17 – Other Provisions

Par. 1. Article 3, Section 1, Paragraph 6 is inapplicable to Light Rail Maintenance.

Par. 2. Article 3, Section 2, Paragraph 6 is inapplicable to Light Rail Maintenance.

Par. 3. Article 3, Section 9 is inapplicable to Light Rail Maintenance.

ARTICLE 4 – OPERATIONS DIVISION/FACILITIES MAINTENANCE

Section 1 – General

Par. 1. The Facilities Maintenance Department consists of those functions necessary to maintain and repair the buildings and grounds of the District.

Par. 2. Only those functions mutually agreed to be excluded shall be excluded. Facilities Maintenance employees retain the right to all work not specifically excluded. The District will maintain facilities, funding, staffing, and training for all functions necessary to maintain and repair buildings and grounds, owned or operated, in whole or in part, by or for the District. The District and Association shall meet occasionally to add or delete items from the exclusion list by mutual consent.

Par. 3. Seniority by classifications as established herein shall prevail in the performance of work done in Paragraph 1, qualifications considered.

Par. 4. Wages and working conditions shall conform to those prescribed for the Maintenance Department and as set forth in the Pay Schedule except as otherwise noted in this article.

Par. 5. Any employee of the Facilities Maintenance Department who holds seniority in the Maintenance Department may, during the term of this agreement or any extension thereof, exercise that seniority one time only to transfer to the Maintenance Department.

Section 2 – Filling of Positions

Par. 1. It is understood and agreed that in filling vacancies that are not filled by promotion within the Department, preference will be given to employees or laid off employees of the Maintenance or Stores Department. Such vacancies will be posted on all bulletin boards for three (3) days. If unable to fill the vacancy, it may be filled according to seniority within the District.

Section 3 – Other Provisions

Par. 1. Facilities Maintenance employees may be used by the District to install and remove tire chains after Mechanical help has been exhausted and under a Mechanic's supervision.

Par. 2. All necessary hand tools will be furnished by the District.

Par. 3. The Department will be maintained at least at current staffing levels.

Par. 4. The District and the Association will establish an adequate training program.

Par. 5. Those employees who successfully complete the above program and who bid Plant Maintenance Mechanics classification will receive Journeyman's rates as established in the Maintenance Department.

Par. 6. Facilities Maintenance personnel will be provided adequate diagrams, manuals and parts lists on facilities and systems of the District.

Par. 7. At least one (1) vacation opening will be available each week at the facility for Plant Maintenance Mechanics provided that Plant Maintenance Mechanics and other Facilities Maintenance employees may be assigned to another facility for any portion of the regular work shift. Any assignment of employees to another garage or facility will be solely for the purpose of repairing building systems equipment and support facilities necessary for the continuation of Maintenance activities.

Par. 8. The District agrees that, pursuant to Paragraph 3 above, during the life of this Agreement, it shall maintain eleven (11) Facilities Maintenance positions in the Bus Division and three (3) Facilities Maintenance positions in Light Rail.

Par. 9. The parties agree that, for the life of this Agreement, when the District exercises its authority to subcontract cleaning, maintenance and on-site repair of shelters (not including transit centers and light rail structures) and landscaping, the following employees shall have the option of continuing in their present work or bidding on other available Facilities Maintenance work:

Steven White	Shelter Cleaning/Transit Center Maintenance
Rick Alldrin	Shelter Cleaning/Transit Center Maintenance
David Kim	Landscaper
Hee Soon Kim	Landscaper

Section 4 – Janitors

Par. 1. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

Par. 2. All extra Janitors shall have an extra list to sign on when qualified for such job and shall have first choice of extra work in any of the above listed departments and choice of shifts and day off.

Par. 3. The District retains the options to assign janitorial work to nonbargaining unit personnel. Present Janitors and Extra Janitors as of the date of ratification shall be allowed to retain their present positions for the life of this agreement.

This provision shall not apply to Maintenance Janitors.

ARTICLE 5 – FINANCE DIVISION

Section 1 – Stores Department

Par. 1. Wage and working conditions shall conform to those prescribed for the Maintenance Department and as set forth in the Wage Schedule except as otherwise noted in this article.

Par. 2. Stores employees may be used by the District to install or remove tire chains after Mechanical help has been exhausted and under a Mechanic's supervision.

Par. 3. Sign-ups for Buyers shall be for one (1) year.

Par. 4. It is understood and agreed that in filling vacancies that are not filled by promotion within the Department, preference will be given to employees or laid off employees of the Maintenance or Facilities Maintenance Departments. Such vacancies will be posted on all bulletin boards for three (3) days. If unable to fill the vacancy, it may be filled according to seniority within the District.

Par. 5. Any Senior Partsperson who has performed three (3) or more years of continuous service as a Senior Partsperson, shall receive forty-five cents (\$0.45) per hour over base rate of pay.

Par. 6. Any Senior Partsperson with more than eight (8) years experience with the District shall receive an additional forty cents (\$0.40) per hour over base rate of pay.

Section 2 – Utility Partsperson

Par. 1. The classification of Utility Partsperson is established to provide greater flexibility for the District in scheduling work assignments and in balancing the allocation of manpower between maintenance facilities when necessary. Utility Partspersons may, under specific conditions, be assigned to other locations or be assigned other reporting time and/or duties for all or part of the regular work shift.

Par. 2. A maximum of two (2) employees in the Partsperson classifications may be assigned as Utility Partspersons.

Par. 3. Whenever the number of Partspersons at a given

maintenance facility are insufficient to cover work absences or the work in need of completion, the Utility Partsperson may be sent to assist in completing the work.

Par. 4. When a Utility Partsperson is required to report to another maintenance facility, the Utility Partsperson will be notified by the appropriate manager. For the purposes of reporting to or returning from the other facility, the Utility Partsperson will be provided transportation by the District.

Par. 5. The Utility Partsperson may be assigned to another facility for all or a portion of their work shift. A Utility Partsperson may be required to report to work at a time other than his or her regularly scheduled shift starting time or to another maintenance facility provided that a minimum of twenty-four (24) hours advance notice has been given. In any event, an alternate report time may not be more than four (4) hours earlier than, nor later than, the normal shift's starting time for the Utility Partsperson.

Par. 6. The Utility Partsperson shall be entitled to the same prevailing wage rates, health, welfare, and other benefits, and will be subject to the same general working conditions as other employees in the Partsperson classification.

Section 3 – Storeroom Personnel

Par. 1. Effective October 1, 1989, any storeroom personnel bidding a lower classification shall retain the storeroom seniority they are entitled to for the term of one (1) general sign-up. Should any individual stay in a lower classification past the term of one (1) general sign-up, their seniority shall freeze at the effective date of that sign-up.

Par. 2. Those storeroom personnel who had bid a lower classification before July 1, 1988, shall continue to earn storeroom seniority as long as they occupy their current job.

Par. 3. Employees who are forced to bid a lower classification due to a job-related illness or injury shall not lose any seniority.

Par. 4. Effective April 1, 1990, any storeroom personnel bidding a lower classification shall have their storeroom seniority frozen as of the effective date of their bid.

Section 4 – General

Par. 1. Sign-ups for Ticket Agent (Clerks) and Money Room Supervisors, excluding relief shifts, shall be for one (1) year.

Par. 2. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

Par. 3. When a member of the Payroll section is qualified for such job and has received an appointment to a regular position in such classification, seniority shall prevail for selection of shifts (subject to a probationary period of not to exceed 90 days on such shift), vacation periods, holiday time off, layoff, and recall.

Par. 4. Future Timekeeper appointments shall be from among Station Agents. Relief Timekeepers will be selected from regular and/or Extra Station Agents as necessary.

Par. 5. A Timekeeper or his/her relief will be on duty or available by telephone at least ten (10) hours per day.

Section 5 – Fare Inspectors

Par. 1. Vacancies for Fare Inspectors shall be filled from Operators by seniority, subject to qualifications.

Par. 2. The District shall provide two (2) sign-ups per year: one effective in April to coincide with vacations, and one effective in September. Additional sign-ups will be held to protect seniority (employees leaving or reentering the Department) and at the request of 50%, plus one employee of the department.

Par. 3. The District will provide rain gear and winter coats to Fare Inspectors once every three years.

ARTICLE 6 – MARKETING DEPARTMENT

Section 1 – Customer Service Specialists

Par. 1. Allowances

- a. Lead Customer Service Specialists will be appointed by the Supervisor as required. The Lead Customer Service Specialists shall receive fifty cents (\$.50) per hour over the employee's regular rate for each shift so worked.
- b. Employees called and reporting for special work and who work less than two (2) hours shall nevertheless receive two (2) hours pay.
- c. All Customer Service Specialists shall receive a thirty (30) minute paid lunch period within their shift.

Par. 2. Extra Employees

- a. Each extra employee shall be guaranteed a minimum of eight (8) hours of work time daily, but not to exceed five (5) days a week, provided he has accepted all work assigned. For each scheduled work day or portion thereof, on which an extra employee does not work his assignment, he shall lose his guarantee for that day and he shall be paid only for time worked. Any portion of the time worked each day, after twelve (12) hours from first reporting shall be paid at time and one-half.
- b. Extra employees shall be marked up for work by seniority. Employees required to report shall be paid for actual reporting time.
- c. No regular employee shall be allowed to do extra work so long as extra employees are available. The District shall endeavor to maintain an adequate extra list.
- d. All extra Customer Service Specialists shall have an extra list to sign on when qualified for such job, and shall have first choice of extra work and choice of shifts and days off.

Par. 3. Students

All Customer Service Specialists shall receive fifty cents (\$.50) per hour for training of students with the exception of the Lead Operator when on duty. When a student is put on the extra board prior to sign-up, his hours and days off are assigned at the discretion of the Supervisor.

Par. 4. Overtime

- a. All working time above eight (8) hours in any twenty-four (24) hour period shall be paid for at the rate of time and one-half.
- b. All employees shall, insofar as conditions permit, be entitled to two (2) days off in seven (7); it is understood, however, that under emergency conditions extra employees may be called for work on their assigned days off.

Par. 5. Off Duty

- a. The District shall place in the Customer Services Office and the Customer Assistance Office separate off-duty books in which employees can register in ink or indelible pencil for the particular day or days they wish to be off duty, and the right to be off duty shall be governed by the list as the names appear thereon; the name at the top of the list to be the first one off duty for such day or days, excepting holidays. Said names shall be placed in the book at least one (1) day previous to the date the employee wishes to be off duty, with the understanding that the privilege is not be abused by anyone. No employee will be permitted to register his name in said book more than one (1) month in advance.
- b. The first employees off on any day shall be those who have that particular day as a regular day off. On all other days, after this class of employees has been exhausted, others may be let off according to their position in the book.
- c. To determine which Customer Service Specialists, those on leave of absence excepted, will be off duty on holidays, the following procedure will apply:
 - (1) Customer Service Specialists who have volunteered to work on the holiday will be assigned work in the order in which they signed. If there are insufficient volunteers, Customer Service Specialists will be selected in order from the bottom of the seniority list. Employees whose regular day off is the day of the holiday will be bypassed in selection.

- d. Employees marking off sick one (1) or two (2) days before the six (6) national holidays must produce a doctor's certificate showing that sickness was real at the time of the layoff.
- e. Employees laying off sick shall be required to report back not later than 10:00 a.m. the day before returning to work. All employees on extended sick leave shall report to the supervisor at least once every thirty (3) days and be under the care of a registered physician at all times.
- f. No employee shall be permitted to work for another employee by individual bargaining on holidays.
- g. Employees will not be required to report for work after having worked twelve (12) or more hours until and unless they shall have had eight (8) hours off duty up to next reporting time.

Par. 6. Sign-ups

A new sign-up shall take place: 1) in case of a major schedule change, or 2) at the request of a majority of the employees in the Department. New shifts shall be posted five (5) working days before the sign-up day.

Par. 7. Vacation

Vacation may be taken one (1) day at a time, to a maximum of two (2) employees per day, with the prior approval of the Department Manager and his/her designee.

Par. 8. Aprons/Coveralls/Uniforms

- a. The District will provide aprons or coveralls for employees when working with schedules.
- b. Employees in the Customer Assistance Office and Information Development Specialists, as well as any employee provided an initial uniform issue, will be eligible for a uniform allowance provided other uniformed employees.

Par. 9. Shifts

- a. The two (2) shifts in support of the Customer Service Representative, as well as the current shift in support of the Special Needs Information Specialist, will be filled by appointment, not by seniority bid.

- b. All Customer Service Specialists working between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift differential of twenty-five cents (\$.25) per hour. Overtime, if any, shall be paid on the base rate.

Par. 10. Training

The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

Par. 11. Automated Trip Planner

The principal functions of the Automated Trip Planner position will include telephone trip planning assistance and other telephone customer services.

Par. 12. Lost and Found Activities

Effective January 1, 1996, Lost and Found activities at the Customer Assistance Office will be performed by the Customer Service representatives.

Section 2 – Transit Advertising

Par. 1. In the event the District contracts for or leases the right to or otherwise agrees with a third party for the installation, servicing, or removal of transit advertising on buses of the District, such third party must recognize the Association as the representative of any of its employees who install, service, or remove such advertising from District buses.

ARTICLE 7 – OPERATIONS PLANNING AND SCHEDULING DEPARTMENT

Section 1

Par. 1. Employees in this department may take vacation one (1) day at a time upon prior approval from the Department Manager.

Par. 2. The District may schedule four (4) 10-hour day workweeks in this department. No more than twenty-five percent (25%) of the shift will be scheduled as 10-hour shifts.

Ten-hour shifts shall be bid for in accordance with seniority on the same basis as bidding for other shifts. Time and one-half will be paid for hours worked in excess of ten (10) on any one shift.

Par. 3. The District will provide training on all existing or new equipment pertaining to an employee's assigned job function.

Par. 4. All extra Operations Planning and Scheduling Department employees shall have an extra list to sign on when qualified for any of the above stated jobs, and shall have first choice of extra work in any of the above listed departments and choice of shifts and day off.

Par. 5. It is agreed that the Schedule Checker position may only check bus/train loads and arrivals/departures of buses/trains. No present employee will be adversely affected by the creation of this position.

Par. 6. Winter coats, rain gear and sweaters will be provided for Schedule Writers.

ARTICLE 8 – PAY SCHEDULES**OPERATIONS DIVISION****Transportation**

Effective 3/24/99

A. Operators and Mini-Run Operators:

1 st 6 months	9.56
7 th -10 th month	11.28
11 th -14 th month	12.19
15 th -18 th month	13.04
19 th -22 nd month	13.89
23 rd -26 th month	14.78
27 th -30 th month	15.65
31 st -34 th month	16.53
35 th month - top operator rate	17.38

Operators - LRV:

1 st 6 months	13.49
2 nd 6 months	14.39
3 rd 6 months	15.32
4 th 6 months	16.21
5 th 6 months	17.11
Top operator rate	18.00

B. Student Operators, during their period of training, shall receive the applicable federal minimum wage.**C. Transportation - Other:**

Training Supervisor/Instructor*	21.95
Road Supervisor*	21.95
Chief Station Agent (Boardman)*	23.03
Station Agent (Clerk)*	21.95
Road Operations Coordinator*	23.03
Road Operations Security Coordinator*	21.52
Dispatcher*	21.95

Effective 3/24/99

LRV Supervisor	21.95
LRV Controller*	21.95
Lead Road Supervisor*	23.03
Lead Dispatcher*	23.03

* Salaried

Maintenance:

A. Assistant Supervisor	20.65
Journeyman Mechanic	17.96
Maintenance Trainer	20.65

Apprentice Mechanics:

1 st 6 months	12.40
2 nd 6 months	13.12
3 rd 6 months	13.82
4 th 6 months	14.53
5 th 6 months	15.28
6 th 6 months	15.88
7 th 6 months	16.78
8 th 6 months (top rate)	17.38

Maintenance Mechanics:

1 st 6 months	10.10
2 nd 6 months	10.80
3 rd 6 months	11.51
4 th 6 months	12.57
5 th 6 months	13.65
6 th 6 months	15.05
7 th 6 months	16.29
8 th 6 months (top rate)	17.72

Tiremen:

1 st 6 months	10.10
2 nd 6 months	10.80

Effective 3/24/99

3 rd 6 months	11.51
4 th 6 months	12.57
5 th 6 months	13.65
6 th 6 months	15.05
7 th 6 months	16.29
8 th 6 months (top rate)	17.72

Helpers:

1 st 6 months	9.91
2 nd 6 months	10.61
3 rd 6 months	11.28
4 th 6 months	12.35
5 th 6 months	13.39
6 th 6 months	14.78
7 th 6 months	16.01
8 th 6 months (top rate)	17.38

Pressure Washers

Cleaners, Bus:

1 st 6 months	9.32
2 nd 6 months	10.06
3 rd 6 months	10.64
4 th 6 months	11.36
5 th 6 months	12.24
6 th 6 months	13.12
7 th 6 months	13.99
8 th 6 months (top rate)	14.55

Clerk of Maintenance/MMIS:

1 st 6 months	9.23
2 nd 6 months	10.26
3 rd 6 months	10.61
4 th 6 months	11.63

Effective 3/24/99

5 th 6 months	12.82
6 th 6 months	14.20
7 th 6 months	15.56
8 th 6 months (top rate)	17.09

Data Technician

B. Light Rail Maintenance:

Assistant Supervisor - LRV Mechanic	20.65
Assistant Supervisor - Fare Collection/Lift Maintainer	20.65
Assistant Supervisor - Signal Maintainer	21.67
Assistant Supervisor - Track Maintainer	21.67
Assistant Supervisor - Overhead Traction Electrification Maintainer	22.72
Assistant Supervisor - Traction Substation Technician	22.72

LRV Apprentice Mechanics:

1 st 6 months	12.40
2 nd 6 months	13.12
3 rd 6 months	13.82
4 th 6 months	14.53
5 th 6 months	15.28
3 rd year	16.17
4 th year to Journeyman Mechanic	17.96

Fare Collection/Lift Maintainer Apprentices:

1 st 6 months	12.40
2 nd 6 months	13.12
3 rd 6 months	13.82
4 th 6 months	14.53
5 th 6 months	15.28
3 rd year	16.17
4 th year to Journeyman Mechanic	17.96

Effective 3/24/99

Signal Maintainer Apprentices:

1 st 6 months	12.44
2 nd 6 months	13.01
3 rd 6 months	13.76
4 th 6 months	14.50
5 th 6 months	15.28
3 rd year	16.21
4 th year to Journeyman Mechanic	18.84

Overhead Traction Electrification Maintainer Apprentices:

1 st 6 months	12.45
2 nd 6 months	13.04
3 rd 6 months	13.83
4 th 6 months	14.63
5 th 6 months	15.23
3 rd year	16.21
4 th year to Journeyman Mechanic	19.77

Traction Substation Technician Apprentices:

1 st 6 months	12.45
2 nd 6 months	13.04
3 rd 6 months	13.83
4 th 6 months	14.63
5 th 6 months	15.23
3 rd year	16.21
4 th year to Journeyman Mechanic	19.77

Track Maintainer. 18.84

Communications Technician Assistant:

1 st 6 months	17.96
2 nd 6 months	18.23
3 rd 6 months	18.55
4 th 6 months	18.83

Effective 3/24/99

5 th 6 months	19.15
6 th 6 months	19.44
3 rd year to Journeyman Communications Technician	19.77

Maintenance-of-Way Laborers:

1 st 6 months	10.40
2 nd 6 months	11.14
3 rd 6 months	11.86
4 th 6 months	12.97
5 th 6 months	14.24
6 th 6 months	15.52
7 th 6 months	16.80
8 th 6 months (top rate)	18.24

LRV Cleaners:

1 st 6 months	9.32
2 nd 6 months	10.06
3 rd 6 months	10.64
4 th 6 months	11.36
5 th 6 months	12.24
6 th 6 months	13.12
7 th 6 months	13.99
8 th 6 months (top rate)	14.55

Vehicle Maintainer (nonrevenue) 17.96

Pressure Washer 17.72

Helpers:

1 st 6 months	9.91
2 nd 6 months	10.61
3 rd 6 months	11.28
4 th 6 months	12.35
5 th 6 months	13.39

Effective 3/24/99

6 th 6 months	14.78
7 th 6 months	16.01
8 th 6 months (top rate)	17.38
Maintenance-of-Way Cleaners:	
1 st 6 months	9.91
2 nd 6 months	10.61
3 rd 6 months	11.28
4 th 6 months	12.35
5 th 6 months	13.39
6 th 6 months	14.78
7 th 6 months	16.01
8 th 6 months (top rate)	17.38
Maintenance - Other:	
Service Supervisor*	21.06
Operations Planning and Scheduling:	
Schedule Writer II*	20.93
Schedule Checker	11.58
Schedule Data Technician*	20.93
Schedule Automation Technician*	25.82
Schedule Assistant*	16.75
Schedule Production Coordinator*	17.74
Schedule Writer I*	19.85
Facilities Maintenance:	
Assistant Supervisor	20.65
Transportation Lead Janitor	17.64
Plant Maintenance Mechanic	17.96
Plant Maintenance Technician	17.72
Transportation Janitor.	17.33
Janitor	14.55

Effective 3/24/99

Lead Landscaper	17.96
Landscaper/Maintenance Mechanic:	
1 st 6 months	13.27
2 nd 6 months	14.17
3 rd 6 months	15.05
4 th 6 months	15.95
5 th 6 months	16.83
Top rate	17.72
Landscaper Assistant	12.06

FINANCE DIVISION

Personnel Records Specialist	17.18
Chief Fare Inspector	23.03
Fare Inspector	21.95
Moneyroom Supervisor*	22.60
Senior Payroll Clerk*	19.67
Finance Clerk*	17.48
Moneyroom Clerk*	21.95
Timekeeper *	22.60
Senior Storekeeper*	20.54
Assistant Storekeeper*	19.57
Utilities Partsperson (after 5 years)	18.63
Junior Partsperson:	
1 st 2 years	17.38
2 nd 2 years	17.71
5 th year	17.96
After 5 years (Senior Partsperson)	18.62
Purchasing Clerk	18.62
Senior Buyers*	21.52
Buyers	20.54

Effective 3/24/99

PUBLIC SERVICES DIVISION

Information Center Supervisor*	21.53
Customer Service Specialist*/ (Information Clerk/Dispatch)	18.24
Customer Service Representative*	18.43
Information Development Coordinator	21.53
Information Development Specialist*	20.87
Customer Assistance Office Manager*	21.53
Special Needs Information Specialist*	18.24
Data Communications Specialist*	18.43
Special Needs Coordinator*	19.97
Community Outreach Coordinator	18.58
Automated Trip Planner:	
1 st 6 months	9.97
2 nd 6 months	10.64
3 rd 6 months	11.31
4 th 6 months	11.96
5 th 6 months	12.63
Top rate	13.30

PLANNING DIVISION

Coordinator/Signs and Shelters	19.89
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Unless a specific wage progression schedule is listed in Article 8, all new employees shall be subject to the following minimum progression schedule for the job into which hired:

1 st 6 months	75% of top rate
2 nd 6 months	80% of top rate
3 rd 6 months	85% of top rate
4 th 6 months	90% of top rate
5 th 6 months	95% of top rate
Top Rate	100%

Beginning December 1, 1998, every six (6) months during the term of this Agreement, wages for all classifications covered by this Agreement shall be increased by the most recent six-month Portland CPI-W figures as reported by the U.S. Department of Labor. On each June 1, the increases will be so computed for the period from the previous June 1 so as to provide a minimum of three percent (3%) or a maximum of five percent (5%). The increases shall be based on the most recent six-month Portland CPI-W figures as reported by the U.S. Department of Labor, which for January through June are reported in mid-August and for July through December are reported in mid-February of every year. Yearly increases to be applied on base year salary.

All Bus and Rail Transportation Employees (including all employees with transportation seniority) shall receive an additional fifteen cents (\$0.15) per hour after twenty-five (25) years of service. Effective March 24, 1999:

An additional twenty-five cents (\$0.25) per hour after fifteen (15) years of service; increasing to thirty cents (\$0.30) per hour effective 12/1/99

An additional thirty cents (\$0.30) per hour after twenty (20) years of service; increasing to thirty-five cents (\$0.35) per hour effective 12/1/99

An additional thirty-five cents (\$0.35) per hour after twenty-five (25) years of service; increasing to fifty cents (\$0.50) per hour effective 12/1/99

An additional forty cents (\$0.40) per hour after thirty (30) years of service; increasing to fifty cents (\$0.50) per hour effective 12/1/99

An additional forty-five cents (\$0.45) per hour after thirty-five (35) years of service; increasing to fifty cents (\$0.50) per hour effective 12/1/99

IN WITNESS THEREOF, the District and the Association have caused these presents to be executed by their duly authorized officer this _____ day of _____, 1999.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

AMALGAMATED TRANSIT
UNION, LOCAL 757

George J. Passadore
President, Board of Directors

Ronald J. Heintzman
President-Business
Representative

Fred Hansen
General Manager

Rufus T. Fuller
VicePresidentAssistantBusiness
Representative

Mike Savage
Labor Relations Director

Thomas V. Wallace
Financial Secretary-Treasurer

MEMORANDUM OF AGREEMENT

The District agreed on the following policy with reference to new jobs and classifications: In the event the District creates a job or classification within the bargaining unit but not presently covered by the Labor Agreement, openings shall first be offered to Tri-Met employees and filled by these employees if they can meet the qualifications of the job as established by the District. In the event an employee has the basic qualifications necessary, he will be given a reasonable training period to learn the details of the job. In making its selection as among qualified employees seniority in the District will be considered.

Reasonable rules and procedures to administer the above paragraph shall be worked out between the District and Association as necessary.

The above paragraphs do not apply to existing contract language or promotion practices.

Dated this _____ day of _____, 1999.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

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Representative

Mike Savage
Labor Relations Director

Thomas V. Wallace
Financial Secretary-Treasurer

SUPPLEMENTAL WORKING AND WAGE AGREEMENT

by and between

Tri-County Metropolitan Transportation District
of Oregon
and

Division 757, Amalgamated Transit Union

Relating to Transit Police

The Union recognizes the right of Tri-Met to contract out Transit Police functions as specified in the side letters dated December 22, 1988 and January 11, 1989.

IN WITNESS WHEREOF, the District and the Association have caused these presents to be executed by their duly authorized officers on this _____ day of _____, 1999.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

George J. Passadore
President, Board of Directors

Fred Hansen
General Manager

Mike Savage
Labor Relations Director

AMALGAMATED TRANSIT
UNION, LOCAL 757

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Vice President Assistant Business
Representative

Thomas V. Wallace
Financial Secretary-Treasurer

SUPPLEMENTAL WORKING AND WAGE AGREEMENT

by and between

Tri-County Metropolitan Transportation District of Oregon
and

Division 757, Amalgamated Transit Union

Relating to Contracting Out

1. The Union recognizes the right of the District to subcontract items, components and/or services during the life of the Working and Wage Agreement which expires on November 30, 1998, as specified hereto, subject to further review and revision by the provisions of Article 3, Section 15 of the Working and Wage Agreement.

2. Rail Equipment Maintenance

Present Banfield System

Revenue Vehicles

- a. Truck system equipment
 - Gearbox crown and pinion assembly (7/96)
 - Primary suspension
 - Slewing ring
 - Shock absorbers
 - Axle
 - Axle flexible coupling
 - Crown wheel refurbish
 - Shim machining
 - Flange machining
- b. Electrical distribution system equipment
 - Converter assembly (7/96)
 - Converter transformers
 - Converter PCBs (7/96)
 - Cab control PCBs (7/96)
 - Inverter assembly
 - Speedometers
 - Battery cells
 - Battery disposal/recycling
- c. Propulsion system equipment

- Electronic control unit PCBs (7/96)
- Pre-excitation device contactor (7/96)
- Traction motor (major rework)
- Motor shunt reactor
- d. Door system equipment
 - Door PCB (7/96)
- e. Coupler system equipment
 - Coupler assembly (4/96)
- f. Friction brake system equipment
 - HPCU servo valve (except for minor repairs)
 - Actuators (except for minor repairs)
 - Caliper specialty machining and fabrication
- g. Communication
 - Electronic horn PCB (7/96)
 - Communication control unit (1/97)
 - PA amplifier (1/97)
 - Passenger intercom (1/96)
 - 800 Mhz radio
- h. ATS/TWC system equipment
 - Train logger memory module
 - Train logger power supply
 - TWC control box
 - TWC transponder
 - ATS DC/DC converter
 - ATS switching unit
- i. Carbody/interior equipment
 - Seat cushions (except for R & R) (7/95)
 - Glass (7/95)
- j. Air comfort system
 - Overhead motor (major rework)
 - Cab heater motor (major rework)
- k. Fare/lift
 - Hydraulic cylinders
 - Platform non-skid surface
- l. Vintage trolley
 - Motor/generator assembly (except minor motor repair and maintenance)
 - Gearbox assembly
 - Inverter control PCB
 - Pneumatic brake system equipment

- Propulsion resistors
- Wheel re-tiring
- ATS/TWC system
- Air compressor
- Seats
- Batteries
- 3. Maintenance-of-Way Maintenance
 - Present Banfield System
 - a. Landscaping
 - Pruning, cutting, plants/shrubs/grass/weeds (contract in excess of work capacity of three (3) full-time rail landscape employees)
 - Hy-rail weed spray in ROW
 - Tank-truck watering of trees
 - b. Track and ROW structures
 - Timber bridges, inspection/repair
 - Concrete/steel bridges inspection/repair
 - Timber tie renewals (major reconstruction work only)
 - Track resurfacing/realignment
 - Rail replacement/transposition
 - Rail grinding
 - Rail welding
 - Rail ultrasonic testing
 - Rail profile testing
 - Paved track drain vaults cleaning
 - Rail support elastomer repairs
 - Street brick repairs
 - Cobblestone repairs
 - Grade crossing reconstruction/repairs
 - ROW fence installation
 - c. MOW Equipment Systems/Plant Maintenance
 - Elevator inspections/repairs
 - Substation electrical testing
 - Painting of catenary poles (7/96)
 - Painting of substations/RJ building/crew rooms (7/96)
 - HVAC/electrical/plumbing systems (tasks beyond in-house capabilities)
 - Overhead contact wire replacement (large programs or projects only)

- Signal relays/equipment (7/96)
 - Electrification switchgear (7/96)
 - Track switch machines
 - Other electro/mechanical instruments (7/96)
 - Printed circuit boards (7/96)
- d. Station and Park-Ride Facilities
- Painting of station structures (7/96)
 - Pavement resealing/restripping
 - Brick paver cobblestone repairs
 - Park-ride pavement sweeping and drain cleaning (7/97)
- e. Other
- Emergency repairs (beyond in-house capabilities)
 - Environmental remediation (beyond in-house capabilities)
4. The above listed items, components and/or services identified with a date, shall be performed in-house on or after the first day of the month and year indicated, unless the joint committee, as provided for in Article 3, Section 15, Paragraph 4, agrees to continue subcontracting of the particular item, component and/or service.
5. It is the intent of the parties that all work performed by District employees on the Banfield system will also be performed on the Westside extension after that project is up and running, with due consideration given to warranty work or any new generation equipment, and is subject to review by the joint committee. Nothing in this section affects the Association's right to negotiate the wage rate for any and all new classifications established for light rail on either the Banfield system and/or Westside extension.

IN WITNESS WHEREOF, the District and the Association have caused these presents to be executed by their duly authorized officers on this ____ day of _____, 1999.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

AMALGAMATED TRANSIT
UNION, LOCAL 757

George J. Passadore
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Labor Relations Director

Thomas V. Wallace
Financial Secretary-Treasurer

SIDE LETTER

1. The Association and District agree that opportunities to provide new service on an experimental basis may result in increased ridership and more work opportunities for the Association. The Association and District agree that outside contractors may be used for demonstration projects on an experimental basis to determine if ridership demands for new service are sufficient to continue such service operated by Tri-Met.

Demonstration projects are in addition to existing fixed route bus service and will not replace existing bus service.

Demonstration projects may be divided into phases to provide necessary time to evaluate the results of such projects. The initial length of a demonstration project shall not exceed 18 months; however, the parties agree that the District may extend a project up to an additional 18 months as necessary to adequately evaluate a demonstration project's service. The District will notify the Association when a demonstration project is initiated, providing written details of the experiment and implementation date. If the District extends a project beyond the initial 18 months, it shall provide to the Association written details of the extension.

This provision is limited to the specific demonstration project experimental services and terms described herein and does not in any way eliminate Tri-Met's obligation expressly stated in Article 3, Section 1, Paragraph 9 of this Agreement.

2. The Association agrees that Tri-Met may conduct a one-time only direct hiring to address current shortfalls in the classifications of Light Rail Vehicle (LRV) Mechanic and Overhead Traction Electrification Maintainer (OTEM).

During the first year following the date of ratification of the contract, the District may hire up to eight (8) LRV and up to four (4) OTEM positions from outside applicants after the positions were first posted in-house and insufficient numbers of qualified employees applied.

The direct hiring authorization is a one-time only occurrence, and one year after the contract is ratified, the District will resume filling positions in accordance with all appli-

cable provisions outlined in the Working and Wage Agreement.

Any direct hire employee under this Agreement shall establish classification seniority behind any employee who is enrolled in an apprenticeship program on or before one year after the date of contract ratification.

3. The Association and Tri-Met agree within three months of contract ratification to jointly select an outside audit firm to conduct a thorough analysis of the cost to continue to subcontract paratransit services versus the cost to perform the service in-house. The Association and Tri-Met will jointly instruct and receive information from the audit firm selected to perform the analysis. Tri-Met will pay for the cost of the audit.

4. The Association and Tri-Met agree, no later than 12-1-99, that the parties will negotiate concerning an increase in guaranteed hours, sign-up structure/work assignments, and medical, dental and vision coverage. In the event the parties cannot agree they will submit this matter to non-binding mediation. Any agreement reached will be presented to the membership for ratification.

5. Health and welfare benefits are extremely important to Tri-Met and all its employees. To maintain all benefits it is important that efficiencies in health care coverage be pursued. To this end, the District and the Association agree to negotiate how to maximize federal Medicaid Part B benefits in combination with the District's existing health care benefits.

6. Tri-Met agrees to delete the requirement for a contractor's license from the existing Landscaper/Maintenance Mechanic job description.

PENSION PLAN AND PERMANENT DISABILITY AGREEMENT

SECTION 1 – PENSION

Par. 1. Classes of employees subject to this agreement are as follows:

- a. Rose City Employee – An employee of the Rose City Transit Company on November 30, 1969 who had not qualified for retirement pay under the Working and Wage Agreement in effect on that date.
 - b. Rose City Employee Qualified – An employee of Rose City Transit Company on November 30, 1969, who was qualified to receive retirement pay under the Working and Wage Agreement in effect on that date and who had not retired.
 - c. Rose City Employee Retired – A person receiving retirement or disability pay from Rose City Transit Company on November 30, 1969 pursuant to the Working and Wage Agreements.
 - d. Blue Lines Employee – An employee of Portland Stage, Inc., Tualatin Valley Buses, Inc., Intercity Buses, Inc., or Estacada-Molalla Stages, Inc. (Blue Lines) on September 5, 1970, who became a District employee on September 6, 1970.
 - e. Employees who came directly from Vancouver-Portland Bus Company to the District who are employed by the District as of April 1, 1979, are to receive past service credit for pension purposes.
- Par. 2.** The qualifications for full retirement benefits are:
- a. Ten (10) years of continuous service with the District, Rose City Transit Company, and Portland Traction Company, or ten (10) years continuous service with the District and the Blue Lines, or ten (10) years continuous service with the District and the Vancouver-Portland Bus Company; and
 - b. Age 62. The normal retirement age under the Plan is 62. Effective December 1, 1998, the qualifications for full retirement benefits shall be age 61; effective December 1, 2000, the qualifications for full retirement

benefits shall be age 60; effective December 1, 2002, the qualifications for full retirement benefits shall be age 59; and effective December 1, 2004, the qualifications for full retirement shall be age 58.

Par. 3. An employee who has met the service conditions set forth in paragraph 2(a) above shall be deemed fully vested in any pension benefits earned by that employee under the terms of this Agreement.

Par. 4. Continuous service used in this section is defined in Article 1, Sec. 12, Pars. 1 and 2 of the Working and Wage Agreement.

Par. 5.

- a. Retirement pay shall be:

Date of Retirement and Retirement Pay per Month

Before 11-1-68	\$125.00
11-1-68 to 6-30-71	182.00
7-1-71 to 6-30-72	191.00
7-1-72 to 6-30-73	208.00

These amounts shall include payments received from both the Rose City Transit Company's Pension Trust and Tri-Met.

- b. Retirement pay per month for each full year, and fraction thereof, of continuous service achieved by date of retirement for all employees shall be paid on the basis of the rate in effect upon date of retirement:

Date of Retirement	Retirement Pay Per Month Per Year of Service
7-1-73 to 6-30-75	\$10.00
7-1-75 to 3-31-76	11.00
4-1-76 to 3-31-78	13.00
4-1-78 to 3-31-79	14.00
4-1-79 to 3-31-80	15.00

Date of Retirement	Retirement Pay Per Month Per Year of Service
4-1-80 to 3-31-81	\$15.75
4-1-81 to 3-31-82	16.50
4-1-82 to 8-31-87	18.00

9-1-87 to 8-31-88	19.00
9-1-88 to 8-31-89	20.00

Pensions for pre-February 1, 1992 retirees (receiving Tri-Met medical benefits) shall be increased from these amounts by 50% effective March 24, 1999; by 10% on November 30, 1999; an additional 10% on November 30, 2000; an additional 10% on November 30, 2001; an additional 10% on November 30, 2002; and an additional 10% on November 30, 2003.

- c. Retirement pay (for existing retirees) shall be increased by the amount of any specified general wage adjustment (whether actual or percentage) on February 1, 1992, and each February 1, thereafter, during the life of this Agreement. The aggregate total of the wage increases granted during the previous year shall be the basis for such an annual adjustment. For the purposes of any conversions of actual wage adjustments to percentages, the Top Operator wage rate will be utilized.
- d. Should an active employee with ten (10) or more years of service die, the District will pay to the surviving spouse, at age 62, one-half (½) of the pension earned by the employee without actuarial reduction.

Par. 6. Retirement pay for an employee who retires after February 1, 1992, will be on the basis of \$42.00 per month for each full year of service. Any partial year(s) of service will be eligible for pro-rated credit based upon a 1/12 formula for each full month of service. An employee's retirement pay for any years of service as a Mini-run Operator shall be based upon the provisions of Article 2, Section 2, Paragraph 6.

Par. 7. The \$42.00 basis for retirement pay will be adjusted based upon the percentage as calculated in Section I, Paragraph 5(c), above, beginning on September 1, 1992 and on each September 1, thereafter.

Par. 8. Any employee who suffers a break in continuity of service and who subsequently returns to employment with the District shall forfeit all pension credits for service rendered prior to the break in his/her continuity of service when any one of the following conditions are met:

- a. The employee's continuity of service has been broken for at least three (3) consecutive years; or
- b. The duration of the break in continuity of service equals or exceeds the employee's total length of service prior to the break; or
- c. The employee previously received a lump sum distribution of his/her pension benefits as a result of the early-out program.

If an employee has a forfeiture of service, as defined in this paragraph, all years of service prior to the break in continuity of service will be disregarded for all pension purposes.

Par. 9. Early Retirement

Employees otherwise qualified for retirement pay as provided herein, may elect to retire early at age 55 or older by taking a reduced pension in accordance with an actuarial reduction as determined by the Trustees in accordance with accepted actuarial principles.

Par. 10. An employee whose employment with the District terminates prior to that employee's date of retirement but whose right to retirement benefits is protected under the terms of paragraph 2(a) above, shall be allowed to retire upon reaching the retirement ages provided for in this Pension Agreement, including full or partial retirement, provided however that the retirement benefits of any such individual at the time of retirement shall be computed in accordance with the retirement levels earned by that employee as of the date of severance of employment with the District and in accordance with the schedules provided for in paragraphs 5(a) and 5(b) above. The provisions of paragraph 5(c) shall not apply to such employee.

Par. 11. The parties recognize and agree that, from its inception, the retirement fund established by the Working Agreement is a defined benefit plan funded solely by the District. The District will continue to make all contributions to the retirement fund to fund the existing defined benefit plan established under the terms of the Working Agreement. The District also agrees to contribute such amounts as are necessary to establish an amortization period of forty (40) years or less. The District agrees that it will make such contributions as are necessary to maintain the fund's amortization schedule. The District agrees that the

necessity of such funding and the amounts necessary shall be determined in accordance with the accepted actuarial principles.

Par. 12. It is agreed that no expenditure shall be made from the retirement fund other than those expenditures necessary and proper to the payment of the benefits and the protection and operation of the fund. Benefits shall not be paid except in accordance with the provisions of qualifications of benefits and with the benefit schedules as established by the Union and the District in collective bargaining and set forth in the Working

and Wage Agreement entered into and executed by both parties.

Par. 13. Any District employee covered by the Public Employees Retirement System by the requirement of statute or by another state mandated retirement system shall not be entitled to receive credit towards pension benefits under any provisions of this Agreement for any period of time for which the District is required to make contributions as to that employee to the Public Employees Retirement System or other state mandated retirement programs.

Par. 14. The District will create a trust to be in operation by January 1, 1986 with an equal number of trustees appointed by the Union and the District with not more than three (3) trustees from each body. These trustees shall serve without compensation or expense reimbursement from the trust. It shall be the authority and responsibility of the trustees to oversee the operations of the trust, including accounting, actuarial, administrative, investment and other necessary services by qualified professionals in those fields. Any deadlock between the trustees shall be resolved by binding arbitration.

Par. 15. Joint Survivorship Annuity

Any employee eligible to retire under the terms of this agreement on an early or regular pension may elect to take an actuarially reduced pension to provide for a 66 2/3% joint annuity survivorship pension, applicable to the surviving spouse only. The actuarial reduction table for this is on file with the District.

SECTION II – PERMANENT DISABILITY

Par. 1. The District shall pay disability pay to employees who are permanently disabled from performing their occupations with the District on the following conditions:

- a. The employee must be actually working for the District or be on authorized sick leave at the time the disability occurs.
- b. The employee must not have reached retirement age under Social Security regulations.

Par. 2.

- a. Employees who become disabled between April 1, 1985 and April 1, 1991, shall receive monthly disability pay as follows:

After 10 years continuous service \$377.28

After 15 years continuous service 454.74

After 20 years continuous service 528.22

As of February 1, 1992, this schedule for such employees shall increase by the percentage as calculated in Section 1, Paragraph 5(c), above.

- b. A permanently disabled employee with ten (10) years consecutive service with the District and eligible for disability pay under the provisions of this paragraph shall upon becoming eligible for disability pay under Social Security receive benefits at double the level provided for in paragraph 2(a), above. Such increased benefits shall become effective in the month in which the employee begins to draw Social Security disability benefits. If the employee ceases to be disabled under Social Security, then the employee's benefit from the District will revert to the regular level.

Par. 3. Conditions During Disability

- a. Payments shall continue until employee is eligible to retire under Social Security regulations after which date the District will pay retirement pay as provided in this Agreement.
- b. Any employee receiving disability pay shall report to the District in person or in writing at least once each six (6)

months. He may also be required by the District to submit to a medical examination at any time, but not more often than semi-annually, prior to the date he is eligible to retire under Social Security regulation, to determine whether he has continued to be permanently disabled from performing any occupation with the District. If it is determined by said examination that he is no longer so disabled, his disability pay shall cease, and he shall be reinstated in employment with full rights.

- c. As to any employee receiving disability, if that employee is capable of performing available work the District shall have the right to require that employee to perform such duties provided that no employee of greater seniority shall be displaced and that the work to be performed by the employee shall be in accordance with a doctor's release.

d. Death of Employee

Should an employee who is at least age 55, but not yet 62, and who is otherwise eligible for retirement under the terms of this Agreement, die while receiving permanent disability benefits, the surviving spouse may elect to receive either:

- (1) The survivor retirement benefits outlined in Section I, Paragraph 5(d); or
- (2) The joint survivorship annuity provision as described in Section I, Paragraph 15.

SECTION III - DURATION

This Agreement shall remain in force from September 10, 1985 until December 1, 2004, as amended, and shall continue from year to year thereafter unless either party gives sixty (60) days written notice of reopening this Agreement. It is understood that the subject pensions and all contractual aspects thereof shall not be subject for negotiations while this Agreement is in effect and no change in the Labor Agreement between the parties can change the pension entitlement rights or amounts, or the obligations of the District during the life of this Agreement.

Dated this _____ day of _____, 1999.

TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT
OF OREGON

AMALGAMATED TRANSIT
UNION, LOCAL 757

George J. Passadore
President, Board of Directors

Ronald J. Heintzman
President-Business
Representative

Fred Hansen
General Manager

Rufus T. Fuller
VicePresidentAssistantBusiness
Representative

Mike Savage
Labor Relations Director

Thomas V. Wallace
Financial Secretary-Treasurer

RETIREE BENEFITS SUMMARY

PENSION

Retirement pay shall be increased by the amount of any specified general wage adjustment (whether actual or percentage) on each February 1, during the life of this Agreement. The aggregate total of the wage increases granted during the previous year shall be the basis for such an annual adjustment. For the purposes of any conversion of actual wage adjustments to percentages, the Top Operator Wage Rate will be utilized.

HEALTH AND WELFARE

Members retired before February 1, 1992:

- For those retired employees who left the service of the District prior to February 1, 1992, the District shall pay the full cost of providing these retirees and their

dependents with the medical, hospital, prescription drug, optical benefits, and dental (retirees and spouse only), not including orthodonture, available under the health and welfare plan currently in place.

Members retired on or after February 1, 1992:

- All employees who retire on or after February 1, 1992, shall receive the same health and welfare benefits available to active employees, not including orthodonture, nor dental coverage for dependents other than the employee's spouse.

All retired members (current and future):

- Effective December 1, 1998, the medical coverage of the spouse and dependents of a retired employee shall continue for seven (7) years from the date of death of said retired employee; eight (8) years effective December 1, 1999, nine (9) years effective December 1, 2000, and ten (10) years effective December 1, 2001.

TRANSPORTATION

- Free transportation on all lines of the District shall be furnished to all retired employees and their spouses, members of the Association, retired under the provisions of this Agreement.

LIFE INSURANCE

- Upon the date of ratification of this agreement, March 24, 1999, employees who have retired since July 1, 1971, will receive \$7,500 life insurance.
- The District will pay 100% for the life insurance for those employees retiring after July 1, 1971. The District will continue to pay 100% of the life insurance premium for the hourly rated employees who retired prior to July 1, 1971.

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